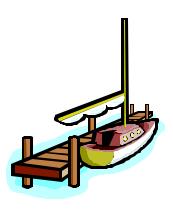


BEACON PARK CONDOMINIUM



DEEDED DOCKS, RENTAL SLIPS and CANOE/KAYAK

Rules & Regulations

INITIAL: June 14, 2005 REVISIED: March 15, 2006



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MISSION

The purpose of the Beacon Park Condominium Association Dock, Rental Slips & Canoe/Kayak Rules and Regulations are to provide a formal and consistent body for managing the boat docks, rental slips and canoe/kayak racks at Beacon Park Condominiums. As such, the appointed Dock Master/Dock Committee will be responsible for unit deeded docks, rental slips and canoe/kayak operations, maintenance, contracts and finances in conjunction with the Board of Trustees.

Specifically, the Dock Master/Dock Committee will be responsible for:

- Oversight of the proper maintenance of all unit deeded docks, rental slips and canoe/kayak facilities
- ❖ Beacon Park Unit Deeded Docks, Rental Slips and Canoe/Kayak Rack Maintenance Fees and Contracts.
- ❖ Maintain files of all dock user's insurance and copies of Registrations.
- ❖ Monitor Dock Master/Dock Committee financial records.
- ❖ Prepare a Monthly Status Report to the Beacon Park Board of Trustees

The general guidelines, basic techniques and Dock Master/Dock Committee Rules and Regulations will be outlined in the balance of this document. Any changes to the definition of this document and its policies will require review and written approval by the board of trustees.

NOTE:

The use of the words, Dock Master from this point on will imply either

Dock Master and/or Dock Committee.

SOME PARTS/SECTIONS OF THIS DOCUMENT IS COPY RIGHTED FROM THE INITIAL JUNE 14, 2005 HANDBOOK.

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RULES and REGULATIONS

- 1. The Dock Master is responsible for the operational management of the deep-water rental slips, shallow-water rental slips, canoe/kayak racks at Beacon Park. This responsibility includes the operation of both unit deeded docks and association rental slips and canoe/kayak racks.
- 2. The standards, methods, rules and regulations used to manage Beacon Park Docks, Rental Slips and Canoe/Kayak Racks are to be implemented and enforced as defined in this handbook.
- 3. The Beacon Park Deeded Docks, Rental Slips and Canoe/Kayak Racks are to be managed by the Appointed Dock Master. The Dock Master Position is open to the entire community at Beacon Park.
- 4. The Dock Master MUST be an appointed Dock Master during the operating season. A Board of Trustee member may be approved for this task as a temporary or tenured Dock Master, but this management position must be assigned.
- 5. The Beacon Park Board of Trustees will vote appointment of the Dock Master.
- 6. The Dock Master appointment shall be for a one (1) year term. The Dock Master position will be appointed by January 1 of a given year and shall continue through December 31 of the same calendar year. The Board of Trustees reserves the right to rescind any appointment on the basis of non-performance, illness, or residence/ownership termination at Beacon Park.
- 7. All documentation generated by the Dock Master is to be considered the Property of the Beacon Park Condominium Association. As such, in accordance with Massachusetts General Law Section 183A, all Dock Master notes, minutes, actions and results will be made freely available to any unit owner upon request.
- 8. All Dock Master decisions are to be approved thru the Beacon Park Board of Trustees.
- 9. Any and all changes made to the Rules and Regulations, handbook requires approval by the Beacon Park Board of Trustees.
- 10. The Dock Master will produce a monthly status report for presentation at the monthly Board of Trustee Meetings. This report shall detail the months spending, collections and any outstanding business issues.

INITIAL: June 14, 2005 REVISIED: March 15, 2006



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INITIAL: June 14, 2005 REVISIED: March 15, 2006 Beacon Park Association, Deeded Dock, Rental Slips and Canoe/Kayak



- 11. The Dock Master shall maintain a proper ledger of all collections and disbursals of Deeded Docks, Rental Slips and Canoe/Kayak funds, unless conducted by the Property Manager. This ledger, any related bank statements, and receipts shall be made available to the Board of Trustees for review on request.
- 12. The Beacon Park Board of Trustees reserves the right to assess the funds for expenses paid by the Beacon Park Association on behalf of the Dock operations. These fees may include material expenses and services provided support and maintain the dock operations. Examples may include a portion of the property labiality insurance required to insure dock operations.
- 13. Any expenditures, services, maintenance or purchases required for the normal operations will require prior approval by the Board of Trustees. The Board of Trustees shall have the right to approve funds for emergencies requiring immediate action.
- 14. All docks including deep-water slips, shallow-water slips and canoe/kayak racks, whether deeded to individual units or owned by the Beacon Park Association, may be assessed an annual maintenance fee for the upkeep and maintenance of these facilities. These collected annual maintenance fees will remain in the Dock funds and may NOT be applied to the general funding for the Beacon Park Condominium Association.
- 15. All Beacon Park Condominium Association rental Deep-Water Slips, Shallow-Water Slips and Canoe/Kayak Racks shall be leased with the Beacon Park Condominium Association Trust as the Lessor of record. The disposition of the rents generated by these rental contracts shall be at the discretion of the Beacon Park Board of Trustees. As such, these rental fees shall be left in the Dock funds unless otherwise voted by the Beacon Park Board of Trustees.



DOCK & CANOE/KAYAK RACK MAINTENANCE PROCEDURES

OVERVIEW

The Dock Maintenance Procedures are presented as a guideline for the short and long term maintenance of Beacon Park Deeded Docks, Rental Slips and Canoe/Kayak Racks. This is not meant to be all-inclusive, but it should serve as a basis for the Dock Master to develop the tools needed to keep Beacon Park Docks and Canoe facilities in good operating order.

METHODOLOGY

- 1. The Dock Master will prepare an annual operation and maintenance schedule. The schedule should include when the Deeded Docks, Rental Slips and Canoe/Kayak Racks will be available for the season, when dock service will be terminated for the season, and any scheduled maintenance.
- 2. The Dock Master will review the current condition of Beacon Park Deeded Docks, Rental Slips and Canoe/Kayak Racks at least on a weekly basis during the operational season. Any deficiencies will be recorded in a written log, and an assessment of the deficiency noted at the following Beacon Park Board of Trustees Monthly Meeting, or an emergency meeting to address the issue.
- 3. Any Beacon Park Deeded Docks, Rental Slips and Canoe/Kayak Racks that has deficiencies that the Dock Master deems as a critical safety concern will result in the immediate closing of that Deeded Docks, Rental Slips and Canoe/Kayak Racks until the situation is corrected.
- 4. Any Deeded Dock, Rental Slip and Canoe/Kayak Racks deficiencies that are not deemed as critical safety issue will be scheduled for regular repair or maintenance.
- 5. All Docks that are deeded will have been issued one set of cleats. Some of these cleats have already been engraved for that unit owner. The dock owners are responsible for their own cleats effectively 2005. If these cleats are lost or damaged, the Dock Master can provide information for the owner to re-order and/or replace their cleat(s). The Dock Master is not responsible for any cleats attached to the Deeded Docks.
- 6. All Beacon Park Rental Slips, Deep-Water Slips and Shallow-Water Slips will be provided cleats by the Dock Master upon request.
- 7. The Dock Master will provide cleats to the rental slips as required.



- 8. It is the responsibility of the Dock Master to ensure that all Deeded Dock, Rental Slip and Canoe/Kayak Racks are kept in good working order. The Deeded Dock, and Rental Slip docks should be inspected for structural integrity, condition of wood planking, proper anchorage/bracing/securement, proper cleat installation and any navigational marker requirements as dictated by law. A written log and check sheet shall be maintained for this purpose, and presented at the monthly Beacon Park Board of Trustees meetings.
- 9. Any expenditure or activity in the operation of Beacon Park Association Deeded Dock, Rental Slip and Canoe/Kayak Racks that involves the enhancement or expansion of docks or dock activities will require the prior written approval of the Beacon Park Board of Trustees and any governing State, local, or Federal authorities having jurisdiction. Depending on the scope and size of these changes, the Dock Master will be required to provide engineering drawings, project plans, and copies of state and/or town permits to obtain Board of Trustee approval.
- 10. Any and all work to be completed by licensed contractors (not Beacon Park Association Employees) must be defined in a written contract. The Dock Master, the vendor, and the Beacon Park Board of Trustees must sign all contracts. All contractors and vendors working on Beacon Park Association ground must provide proper proof of liability insurance and workman's compensation coverage when appropriate prior to working on the property.
- 11. Should a Beacon Park owner or tenant perform any services for or on the Beacon Park Deeded Docks, Rental Slips and Canoe/Kayak Racks, a proper liability waver must be signed.



ASSOCIATION RENTAL SLIPS & CANOE/KAYAK RACK RENTAL POLICIES

OVERVIEW

The Dock Master is responsible for the rental of all Beacon Park Association Rental Slips and Canoe/Kayak Racks. That responsibility includes the writing of annual lease contracts, and the proper record keeping of proof of insurance and current registration of all watercrafts that dock at Beacon Park. The Dock Master is responsible for keeping Beacon Park Docks in compliance with the Massachusetts Water Laws.

METHODOLOGY

- 1. An annual lease contract will be written for every Beacon Park Condominium Association Deeded Docks, Rental Slips and Canoe/Kayak Rack space. This contract is to clearly identify that Beacon Park will NOT be responsible for securing any watercraft, and that watercraft owners and users assume full responsibility for securing their property. The annual rate will be fixed by the Dock Master upon approval by the Board of Trustees as part of the annual budget process. Upon the signing of the lease, the lessee will pay the annual fee in full.
- 2. Beacon Park Condominium Association rental slips and/or canoe/kayak rack spaces may NOT be sub-let by any lessee. Any violation of this rule will result in the immediate forfeiture of any lessee's contracted right to use Beacon Park Association rental slips. This is to be clearly defined in any rental contract signed by the Dock Master and the lessee.
- 3. Due to issues of parking and general liability, Beacon Park Condominium Associations Deeded Docks, Rental Slips and Canoe/Kayak Racks may only be leased to Beacon Park Unit Owners or Tenants.
- 4. Beacon Park Condominium Association Deeded Docks, Rental Slips and Canoe/Kayak Racks will be made available to all Beacon Park Unit Owners and Tenants annually as assigned on record with the Dock Master. The lessee shall have the first right of refusal of the rental slip that was contracted during the previous season. The lessee will require giving written notice if they do not intend on renting their assigned slip and/or canoe/kayak rack. The Dock Master will then post a notice at the mailbox locations and on the Beacon Park Web Site and notify the next person on the waiting list to inform them of the open slip and/or canoe/kayak rack space. The Dock Master will maintain a list of interested potential lessees.



- 5. All Association Deeded Docks, Rental Slips and Canoe/Kayak Racks leases will be written in the fall to ensure that all watercraft owners have time to make appropriate arrangements for the mooring of their boats in the operational season. If an owner at this time decides NOT to renew their lease they are asked to return the contract with a letter of refusal. At the time of receipt of the returned contract of refusal The Dock Master will then post a notice at the mailbox locations and on the Beacon Park Web Site and notify the next person on the waiting list to inform them of the open Slip and/or Canoe/Kayak Rack space.
- 6. All lessees operating motorized watercraft from Beacon Park Condominium Association Deeded Docks, Rental Slips and Canoe/Kayak Racks will be required to provide copies of proper insurance and registration for their watercraft to the Dock Master at the time of the lease signing. Any changes in the lessee's watercraft registration or insurance coverage needs to be documented and reported to the Dock Master within one (1) week.
 - Should a motorized watercraft owner fail to produce the required documents within the one (1) week timeframe, the Dock Master and Board of Trustees reserve the right to impose a \$25.00 per day fine, and may be subject to removal at the owners expense.
- 7. All non-motorized watercraft, stored on Beacon Park property will be charged an annual fee and be required to register with the Dock Master. This information should include: craft color, make, model, serial number and/or other identifying marks. Each of these crafts will be required to be documented in the Dock Masters log records. If any non-motorized watercraft is unclaimed after 60 days from the opening of the season; a notice will be placed at the mailbox stations, that the item in question will be removed and/or sold.
- 8. The Dock Master will maintain proper file copies for all signed lease contracts, proof of insurance and copies of registration records for all motorized watercrafts operating from Beacon Park Condominium Deeded Docks, Rental Slips and Canoe/Kayak Racks. These records will be retained for a minimum of seven (7) years.
- 9. Any powered watercraft that has NOT been properly authorized by the Dock Master (including filing proof of insurance, registration and owner identification) and is moored at Beacon Park will be subject to action by the Dock Master. The Dock Master reserves the right to issue a \$25.00 per day fine that will be implemented after written notice is given to the registered owner of that watercraft. If after 15 days after written notice the watercraft remains on the Dock, Slip and/or Canoe/Kayak Rack area, the Dock Master reserves the right to contact the Environmental Police, and have the offending watercraft removed at owners expense and pursue appropriate legal action if necessary. The \$25.00 per day fine will be turned over to the Management Company at which time a lien equivalent to the aggregate sum of expenses involved will be attached to the owners' property.
- 10. No water craft docked at Beacon Park facilities shall exceed 21 feet from bow to stern including overhang from attachments like fishing gear, swimming ladders, bow sprints, motors or out drives.



PRIVATE OWNER UNIT DEEDED DOCK POLICIES

OVERVIEW

The Dock Master is responsible for the operation of all Beacon Park Association Deeded Dock, Rental Slips and Canoe/Kayak Racks That responsibility includes the proper and safe operation of Private Deeded Unit Docks. In addition to proper facilities maintenance and operations, the Dock Master must collect annual maintenance fees on all Private Deeded Unit Docks. The Dock Master is also responsible for obtaining copies of Private Deeded Unit Dock users' proof of insurance and registration documentation of powered watercraft operated from Beacon Park Deeded Docks, Rental Slips and Canoe/Kayak Racks.

METHODOLOGY

- 1. The Dock Master will ensure that any assessments to be paid by the unit owners of Private Deeded Unit Docks are in fact paid to the dock fund. Should the unit owner fail to make this payment within 30 days of insurance of contract, the Dock Master reserves the right upon proper unit owner notification to implement a \$25.00 per day fine. The Dock Master also has the responsibility of assuring that all Privately Deeded Unit Docks and watercrafts are in compliance with the Massachusetts Water Laws.
- 2. Due to issues of parking and general liability, Beacon Park Condominium Association Private Unit Deeded docks may only be leased to Beacon Park Unit Owners or Tenants.
- 3. All Private Unit Deeded Dock owners or their respective lessees operating motorized watercraft from Beacon Park Condominium Association docks will be required to provide copies of proper insurance and registration for their watercraft to the Dock Master annually. Any changes in the respective unit owner's or lessee's watercraft registration or insurance coverage needs to be documented and reported to the Dock Master within one (1) week.
 - Should a motorized watercraft owner fail to produce the required documents within the one (1) week timeframe, the Dock Master and Board of Trustees reserve the right to impose a \$25.00 per day fine. If the offending craft remains in the water, it is then considered to be trespassing and may be subject to removal at the owners expense.
- 4. The Dock Master will maintain proper file copies for all signed lease contracts, proofs of insurance and copies of registration records for all motorized watercraft operating from Beacon Park Condominium Association Private Deeded Unit Docks. These records will be retained for a minimum of seven (7) years.
- 5. No water craft docked at Beacon Park facilities shall exceed 21 feet from bow to stern including overhang from attachments like fishing gear, swimming ladders, bow sprints, motors or out drives.



RECORD KEEPING

OVERVIEW

Generally, the Beacon Park Dock Master, in cooperation with the Beacon Park Property Manager, is required to log and record financial activity, powered watercraft owner proofs of insurance and registrations and operational activities related to Beacon Association Deeded Dock, Rental Slips and Canoe/Kayak Rack operations.

These records will be maintained for a minimum of seven (7) years and be available for review upon request from the Beacon Park Condominium Association Board of Trustees.

METHODOLOGY

- 1. The Dock Master will maintain a current list of all Owner Deeded Docks and rentals. If the rights to a particular dock(s) are sold by the Beacon Park Condominium Association and/or Individual Unit Owner, the Dock master needs to update the list of owners. This documentation will contain at least the following:
 - Contact information for the deeded dock Owner.
- Dock Number Reference
- A drawing recording where the Dock(s) are located
- 2. The Dock Master will maintain a current list of all Dock, Slips and Canoe/Kayak Users for the current season. A dock user is defined as the person(s) who is/are using a particular dock space for the current season. A dock user may be a Unit Owner with deeded dock use rights, or a lessee of a Beacon Park Association Rental Slip or a lessee of a Private Unit Deeded dock, or a lessee of an Association Canoe/kayak rack space. This documentation will contain at least the following:
 - Emergency contact information of the Dock User
 - Watercraft registration information where appropriate
 - Insurance policy information where appropriate
- 3. The Dock master will obtain and maintain copies of the registration and insurance records for all powered watercraft being docked at Beacon Park Condominium facilities.
- 4. The Dock Master will maintain a proper ledger of all receipts and expenditures for Beacon Park Association Deeded Docks, Rental Slips and Canoe/Kayak Rack operations.
- 5. All fee and rental payments for Beacon Park Association Deed Docks, Rental Slips and Canoe/Kayak Racks should be made by check or money order, payable to the Beacon Park Association Dock Trust. Receipts will be issued on request.



- 6. Any Dock Master will relinquish control and possession of any and all Dock Master records to the Beacon Park Condominium Association Board of Trustees upon leaving the position of Dock Master. This includes all electronic files of records, correspondence, and other related documentation.
- 7. The Dock Master will prepare a brief monthly status report to be presented at the monthly Beacon Park Condominium Association Board of Trustees Monthly Meetings. This report should highlight current operations, business issues and the financial position of the Dock Trust.
- 8. The Dock Master shall receive a copy of any bank statements and monthly reconciliation's of the Dock account in cooperation with the Management Company.
- 9. Copies of any and all Dock Master records will be made available upon request to the Beacon Park Condominium Association Board of Trustees.
- 10. The Dock trust will be subject to annual accounting audit just as any other component of the Beacon Park Condominium Association Trust activities.
- 11. The Dock Master will maintain a written log of all weekly dock, slip and canoe/kayak rack inspections performed during the operational season. Entries should be dated and time recorded.
- 12. The Dock Master will maintain a written log of any and all reported incidents or accidents occurring at or around Beacon Park Association Deeded Docks, Rental Slips and Canoe/Kayak Rack facilities. All entries should be dated and time recorded.
- 13. The Dock Master will maintain a current version of the Beacon Park Condominium Dock Rules and Regulations and distribute a copy to each Dock user annually.



WATERCRAFT AND DOCK AREA USAGE RULES

- 1. All Massachusetts Water Way Laws apply and will be enforced.
- 2. No boats are to be in the designated swimming beach area. This includes wave runners.
- 3. Reduce speed to 5 MPH when approaching docks to prevent wave rocking of the docks.
- 4. All boat owners, and renters utilizing the Beacon Park Rental Slips, shall provide to the Dock Master certificates of insurance prior to utilizing the dock facilities.
- 5. Boat registration information is to be provided each year to the Dock Master and also whenever there is a change of this information, the new information must be provided as soon as possible.
- 6. Unit owners or renters that have dock facilities have exclusive right to their specific slip. Parking in any other slip may result in the removal of the watercraft from the Beacon Park dock facilities. As well as a \$25.00 per day fine
- 7. Boats, canoes, kayaks, jet skis, wave runners, etc., are to be properly secured to the docks at all times. They should be tied to the cleat system and bumpers or other protective devices placed between the dock and other watercrafts. The watercraft owners, not Beacon Park, provide the bumpers and protective devices.
- 8. Tie-off cleats are to be removed by the owners at the end of the season. They are not the Dock Masters responsibility except with respect to the Beacon Park Rental Slips. These cleats should be removed and stored by the Dock Master.
- 9. All cleats should be removed at the end of each season prior to the removal of the docks for the winter.
- 10. Proper and safe boating shall be taken in maneuvering to and from the docking facilities. In no case shall any boat proceed into the area designated for swimming. Boat to approach docks in a controlled manner at idle speed.
- 11. There is to be no drinking of alcoholic beverages on or around the Beacon Park Dock, Slip and/or Canoe/Kayak areas.
- 12. Cooking in gas fire grilles, hibachis, or other similar cooking devices in prohibited on the adjacent shoreline to the docks and/or on the docks and/or watercrafts themselves.
- 13. Fueling of boats shall be allowed only with certified gas containers, and conducted in a safe manner. It is required that Inboard or inboard/outboard power crafts keep bilge blowers running during and after fueling operation. Motors/engines to be shut off during fueling operation.



- 14. Due to the adjacent beach area, it would be appreciated if all motor crafts are not kept running needlessly at the docks.
- 15. Excess rope, skies, tubes, and other similar devices shall not be left of the docks or adjacent shoreline.
- 16. There is absolutely NO FISHING allowed on or off of the dock area.
- 17. Please DO NOT FEED the Ducks.
- 18. Report any incidents to the Dock Master as soon as possible.
- 19. The use of tubes, rafts, and other similar floatation devices are prohibited from the immediate dock area. Diving and swimming off the docks in also prohibited.
- 20. The dock Master and the Beacon Park Condominium Trust shall not beheld responsible for any damage resulting from the storage, mooring, or use of any watercraft at the dock facilities.
- 21. Please report any damage to any dock systems or defects to the Dock Master as quickly as possible so it can be addressed.
- 22. Last, but not least, have a safe and fun boating season.



GLOSSARY OF TERMS

- Association Rental Slip Is a boat dock/slip owned by the Beacon Park Condominium Association and available for rental use thru the Dock Master.
- Beacon Park Condominium Association Is the association designated by Master deed as filed in the Worcester County Court of Probate.
- Board of Trustees Is the elected management body of the Beacon Park Condominium Association as described in the Master deed as filed in the Worcester County Court of Probate.
- Canoe/kayak Rack A manufactured rack or storage area maintained by the Beacon Park Condominium Association and Dock Master to be used for waterside storage of canoes and/or kayaks.
- Canoe Rack Space Is one unit of storage on a rack that is designed to store one canoe/kayak.
- *Deep Water Slip* Is a dock unit capable of mooring a motor launch of approximately 20 feet in length with an average depth of 3 feet.
- Dock Master The governing body that manages the operations of the docks, slips, and canoe/kayak racks on Beacon Park Condominium Association grounds. The Dock Master is an elected two (2) year position that reports to the Beacon Park Condominium Board of Trustees. Its powers are derived from this document and the authorization of the Beacon Park Condominium Association Board of Trustees.
- Dock Fees The annual fees collected for each dock for its maintenance and repair for the period of one calendar year.
- Powered Watercraft any watercraft, which due to its use of motorized propulsion is required to be registered with the State of Massachusetts. Canoe/kayaks for example are not typically considered "powered" watercraft unless they are equipped with a trawling or other small outboard motor.
- *Private Unit Deeded Dock* describes a Beacon Park Dock whose use has been deeded to a particular Unit number. The use of these docks may be leased to another unit owner by the deeded unit owner.
- Shallow Water Slip Is a dock unit that typically lacks the depth or width to accommodate boats of twenty feet and a depth greater than 1.5 to 2 feet of water. These dock units are reserved for use by personal watercraft like jet skis or wave runners.



Copy of 2006 Unit Deeded Dock Contract

UNIT # 000 DOCK # 00

March 15, 2006

TO: All Beacon Park Dock Owners FROM: Beacon Park Dock Committee

Subject: Annual Boat Dock Fee

Dear Dock Owner,



The dock fee this boating season (2006) is <u>\$100.00</u> to be payable to Beacon Park Condominium Dock Trust. It would be very helpful for everyone to complete the bottom of this notice and return the information with your check <u>as soon as possible</u>.

Thank you in advance for your cooperation and I look forward to helping the community out for one more season. *Make Checks payable to <u>Beacon Park Dock Trust</u>.* Please send your payment and this information to: Beacon Park Dock Trust, c/o 1-Stop Property Shop, Inc., 35 East Main Street, Webster, MA 01570.

It is <u>required</u> that a copy of your <u>registration</u> and <u>proof of insurance be</u> provided to the Dock Master for files. If any watercraft appears at a dock on Beacon Park Property and the <u>registration</u> and <u>insurance</u> information is not with the Dock Master, your watercraft will be at risk of being removed at the owner's expense by the Environment Police.

PLEASE RETURN THE BOTTOM PART ON or BEFORE APRIL 1, 2006.

- ? COPY OF REGISTRATION ? RENTING DOCK TO unit #_____
- ? COPY OF ACTIVE INSURANCE INFORMATION:

DOCK OWNERS NAME	
MAILING ADDRESS OF OWNER (if not at BP)	
	PHONE NUMBER:
EMERGENCY CONTACT:	PHONE NUMBER:
DESCRIPTION OF WATERCRAFT: & Registration No.	

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1.

Beacon Park Condominium Association Deeded Docks, Rental Slips and Canoe/Kayak Rules and Regulations

Copy of 2006 Shallow Water Slip Contract

- 1. Beacon Park Dock Association, hereinafter referred to as: "BP", hereby leases to

 Mr. Unit Owner hereinafter called "tenant", the use of BP dock/slip space located at

 BP# 0 designated at Beacon Park, Webster Massachusetts for the term of one season from and after the date hereof, to be used by tenant for the docking of Tenant's watercraft within said space, in consideration of the payments of the rental for the period of: _April 1, 2006

 to _November 1, 2006 _ for the sum of \$400.00.
- 2. It is agreed that this agreement with all its provisions and covenants shall continue in force from month to month, provided, however, that either party terminate at any time by mailing to the other party a <u>written</u> notice.
- 3. It should be clearly understood that you are not to sub-lease your slip at anytime.
- 4. Tenant hereby further agrees to indemnify and hold harmless the BP and each of its tenant companies from any claim or damage on account of the liability herein by him assumed.
- 5. Tenant agrees to abide by such rules as may be established from time to time by the BP Dock Master and BP Trustees; covering the use of said dock/slip space.
- 6. Tenant agrees to provide BP appointed Dock Master with the proper insurance and registration for any and all watercrafts at this location prior to use.
- 7. BP is responsible for cleats of all rental slips. All tenants should be sure all cleats are returned to the BP Dock Master or left on the docks at the end of the lease. If cleats are not turned over to the BP Dock Master a fee will be assessed.
- 8. Please provide Insurance Information and a copy of your watercraft registration to the Beacon Park Dock Master via 1 Stop Property Shop, 35 E. Main Street, Webster, MA 01570.
- 9. All payments are due at the start of the season and no monies are refundable.
- 10. It is also agreed that if the rules and regulations are not followed your watercraft will be removed at your expense after written warning.



Copy of 2006 Deep Water Slip Contract

- 1. Beacon Park Dock Association, hereinafter referred to as: "BP", hereby leases to Ms. Unit

 Owner hereinafter called "tenant", the use of BP dock/slip space located at BP# 0

 designated at Beacon Park, Webster Massachusetts for the term of one season from and after the date hereof, to be used by tenant for the docking of Tenant's watercraft within said space, in consideration of the payments of the rental for the period of: April 1, 2006 to

 November 1, 2006 for the sum of \$800.00.
- 2. It is agreed that this agreement with all its provisions and covenants shall continue in force from month to month, provided, however, that either party terminate at any time by mailing to the other party a <u>written_notice</u>.
- 3. It should be clearly understood that you are not to sub-lease your slip at anytime.
- 4. Tenant hereby further agrees to indemnify and hold harmless the BP and each of its tenant companies from any claim or damage on account of the liability herein by him assumed.
- 5. Tenant agrees to abide by such rules as may be established from time to time by the BP Dock Master and BP Trustees; covering the use of said dock/slip space.
- 6. Tenant agrees to provide BP appointed Dock Master with the proper insurance and registration for any and all watercrafts at this location prior to use.
- 7. BP is responsible for cleats of all rental slips. All tenants should be sure all cleats are returned to the BP Dock Master or left on the docks at the end of the lease. If cleats are not turned over to the BP Dock Master a fee will be assessed.
- 8. Please provide Insurance Information and a copy of your watercraft registration to the Beacon Park Dock Master via 1 Stop Property Shop, 35 E. Main Street, Webster, MA 01570.
- 9. All payments are due at the start of the season and no monies are refundable.
- 10. It is also agreed that if the rules and regulations are not followed your watercraft will be removed at your expense after written warning

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Copy of 2006 Shallow & Deep Water Slip Information Contract

NAME OF RENTEE:			_
ADDRESS OF RENTEE:			-
WATERCRAFT REGISTRATIO	ON NO:		
DESCRIPTION OF WATERCR	AFT:		
INSURANCE COMPANY:			
DATES INSURANCE EFFECT	IVE:	to	
Signed on this	day of	in the year of 2006	
DOCK MASTER USE ONLY:			
of Doymont, Chook #	Amount Doids	Dato:	

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INITIAL: June 14, 2005 REVISIED: March 15, 2006 Beacon Park Association, Deeded Dock, Rental Slips and Canoe/Kayak



Beacon Park Condominium Association Deeded Docks, Rental Slips and Canoe/Kayak

Copy of 2006 Canoe Kayak Rack Contract

UNIT # 000 CANOE / KAYAK #CBP 0

March 15, 2006

TO: All Beacon Park Canoe/Kayak Owners

FROM: Beacon Park Dock Committee Subject: Annual Canoe/Kayak Fee

Dear Canoe/Kayak Owner,







The Canoe/Kayak fee this boating season (2006) is **\$25.00** for each Canoe and/or Kayak you may have on the Beacon Park Canoe/Kayak Rack. All fees are payable to Beacon Park Condominium Dock Trust. It is requested that everyone complete the bottom of this notice and return the information with your check **as soon as possible**.

Thank you in advance for your cooperation and I look forward to helping the community out for one more season. *Make Checks payable to <u>Beacon Park Dock Trust</u>.* Please send your payment and this information to: Beacon Park Dock Trust, c/o 1-Stop Property Shop, Inc., 35 East Main Street, Webster, MA 01570.

It would be very helpful if you could identify your canoe or kayak in some specific manner for me. I would like to keep track of the items on the canoe rack but find it very difficult to distinguish which item is which or whom it belongs too! If you could place a mark or identification tag on your item so I can document it somehow, I would be very grateful.

PLEASE RETURN ON or BEFORE APRIL 1, 2006.

? COLOR		
? IDENTIFICATION / MARKING	SS IF POSSIBLE:	
CANOE/KAYAK OWNERS NAME_		
MAILING ADDRESS OF OWNER (i	f not at BP)	
	PHONE NUMBER:	
EMERGENCY CONTACT:	PHONE NUMBER:	
DESCRIPTION OF WATERCRAFT.		

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CLOSING

This document has been accepted by the

Beacon Park Board of Trustees, March 14, 2006.

Documentation included is to provide all residents/rentees of Beacon Park
Condominiums with consistent Rules and Regulations regarding the
Management of the Deeded Docks, Rental Slips and Canoe/Kayak Racks.

All cooperation is appreciated.

Respectfully submitted,

Maureen D. Grey 2006 Dock Master Beacon Park Condominium

This document was approved at the March 14, 2006 Beacon Park Board of Trustees Condominium Monthly Meeting