

The Coon Lake Community and Senior Center, Inc. 2022 Rules and Regulations for Dock Space Usage

The Coon Lake Community and Senior Center, Inc. (CLCSC) has the authority to allow the use of approximately 20 feet of portions of the lake shore and beach to Coon Lake Beach community residents and/or owners on the condition that the dock space(s) is properly identified and maintained in good condition. CLCSC and its members' right of continued entitlement to use and operate the Coon Lake Community & Senior Center, boat landing, beaches and parks is contingent upon compliance with the following terms and requirements. If members using dock space(s) are not in compliance with the following terms and requirements, members will lose dock space(s), associated temporary license and related privileges.

1. Dock space(s) may be temporarily licensed to a resident of a property within the plat of Coon Lake Beach, which shall hereafter include any additions or replats, such as Coon Lake Beach 2nd and Coon Lake Beach 3rd (collectively the plat of "Coon Lake Beach"), and/or an owner property within the plat of Coon Lake Beach if such party is a member of CLCSC. This determination shall be made by the Board of Directors, in its exclusive discretion, unless delegated to the Dock Committee.
2. Members must be and remain in good standing, sign the Dock Space Agreement, comply with the Dock Space Agreement and pay annual membership dues. The determination of good standing shall be made by the Board of Directors, in its exclusive discretion, unless delegated to the Dock Committee.
3. As a condition of use of dock space(s), each member using a dock space hereby agrees to indemnify and hold harmless CLCSC of any liability related to such member's, and such member's guest and invitees, fees, expenses, damages and other costs arising from any theft, conversion, damage, loss or claims related to personal property placed by the member on such assigned dock space(s).
4. The maximum number of dock spaces available to any member is two. If more than one dock space is registered to a property address the dock spaces must be next to each other. The determination of available dock spaces shall be made by the Board of Directors, in its exclusive discretion, unless delegated to the Dock Committee. Contact Dock Committee Chairman, for more information.
5. When CLCSC community service opportunities are available members may contribute a minimum of 10 hours of community service to reduce the cost of membership dues for one dock space. First year dock space cost for new members will be at the full rate. Community service hours contributed for the current membership year will be used to determine any reduced rates for the next membership year. Any additional dock spaces will be at the full rate. Community service hours are coordinated and tracked by the CLCSC Volunteer Coordinator. Community service contributions are very much encouraged, appreciated and welcomed.

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6. Dock space(s) must be kept mowed and free of trash by the member using such dock space(s). Docks and watercraft lifts must be placed in Coon Lake by the member by June 1st each year. Docks, dock parts, water craft lifts and water craft not in use between June 1st and November 1st of the year may not be stored on the dock space.
7. All docks must be seasonal. No permanent docks are allowed. Docks are to be removed from Coon Lake by the member by November 1st. Docks are to be removed past the ordinary high water mark of Coon Lake.
8. Docks must be reasonably maintained by the member in a safe condition. Any docks not reasonably maintained by the member in a safe condition must be removed by the member upon written notice from CLCSC. The Board of Directors shall determine whether a dock is reasonably maintained, in its exclusive discretion, unless delegated to the Dock Committee. CLCSC may remove any dock(s) in violation of this paragraph if the member fails to immediately do so upon written notice. Any cost incurred by CLCSC to remove a dock will be at the member's expense. CLCSC shall not be obligated to store any removed dock(s) and shall be authorized to dispose of the same if the member does not immediately comply with written requests of CLCSC regarding removal and storage of such dock(s).
9. Dock Spaces are marked with a dock space number. Members may not extend past the designated approximately 20 feet – including dock and where such member's boat will be moored. Members shall be liable for any damage caused when placing or removing docks.
10. No parking of vehicles by members is allowed on dock spaces. No launching of boats by members is allowed from dock spaces. No driving on dock space(s) or beach area by members is allowed, except golf carts, which are allowed to be parked by members on the 5 foot of dock space between the road and the dockspace posts.
11. Members shall coordinate improvements with the DNR and the Coon Lake Community Dock Committee Chairman and improvements are subject to review and approval of the DNR and CLCSC, in its exclusive discretion, unless delegated by CLCSC to the Coon Lake Community Dock Committee Chairman. Members are responsible for any improvements made by the member to the assigned dock space(s).
12. Dock space and beach is not to be used by members as a storage area, except for dock and lifts during winter months. No construction materials, canoes, fishing boats, grills and other personal property may be left on lake shore during the winter months by members.
13. Winter stored docks must be placed at least five (5) feet from the roadway by members, or as otherwise reasonably determined and directed by CLCSC. If the assigned dock space(s) does not accommodate the member's dock, the member's dock must be moved to the member's home

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property or the member must have a written agreement with the member's dock neighbor to encroach on the dock space assigned to the member's neighbor, and a copy of such agreement shall be provided to CLCSC by such members upon request from CLCSC. At the discretion of CLCSC, all other personal property shall be removed from the dock space.

14. Members have signed an agreement at the time of membership renewal granting members the right to use the dock space. Members must register for the dock space at least annually, when members either obtain or renew such membership.
15. When a property within the plat of Coon Lake Beach is sold, any dock spaces registered to the address of the property will transfer to the new members upon execution and delivery to CLCSC of a Dock Space Agreement or any other form required by CLCSC to use dock spaces. If the fees associated with such season have previously been paid by the prior owner/resident/member then dock space usage fees shall not apply to the new member until the following membership year but the new member must still execute the Dock Space Agreement to have the right to use such dock space(s) within thirty (30) days of the transfer of title of such property within the plat of Coon Lake Beach. To retain any dock spaces registered to the property address beyond the current membership year the new member will need to renew the dock space agreement and pay for the next membership year.
16. Dock spaces are intended only for residents or property owners of a lot within the plat of Coon Lake Beach that meet membership requirements. Members cannot provide dock spaces for anyone that is not a resident or property owner of a lot within the plat of Coon Lake Beach resident or property owner. Dock spaces are not assignable to any third party, including other members, and CLCSC is the sole party that may grant or assign dock spaces and temporary licenses related thereto.
17. Violation of Rules: A member will be notified by mail or email at the address listed on the Dock Space Agreement to correct a violation. Correction of violations must be brought to the Board of Directors by the applicable member(s) at the next monthly meeting of the Board of Directors. If not, members automatically lose their right to use the dock space(s) for the remainder of the year upon written notice from CLCSC and the temporary license shall be revoked by CLCSC.
18. Abandonment of dock property: Docks and related personal property not reasonably maintained, or in violation of these rules, as well as personal property left by members no longer in good standing, will be deemed abandoned if not removed as required by CLCSC. Such members will be deemed to have given up rights to this property but such members will be and remain responsible for any costs incurred by CLCSC to remove and dispose of this personal property. Each member hereby indemnifies and agrees to hold CLCSC harmless from any and all claims of theft, conversion or other improper taking of such personal property.

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19. Any and all fees, expenses, damages or other costs incurred by CLCSC to enforce, correct or abate any violation of these rules, as determined by the Board of Directors, in its exclusive discretion, may be assessed to the member in violation, and such member shall immediately pay such fee, expense, damage or other costs incurred by CLCSC upon written demand for payment from CLCSC. Any and all fees, expenses or other costs incurred by CLCSC, including reasonable attorneys' fees, shall be paid by the member in violation. All members using dock spaces hereby agree to indemnify and hold harmless CLCSC regarding any fee, expense, damage, cost or claim arising out of use of dock spaces by such member, the Dock Space Agreement, personal property stored on the dock space or however may generally arise. Any loss of right to use a dock space arising from a violation of these rules or any Dock Space Agreement shall be without refund of any fee or other payment made by a member for use of a dock space. Each member shall reaffirm these terms in the Dock Space Agreement.

20. The Dock Committee Chairman shall maintain a waiting list for members seeking to obtain a new or additional dock space(s). The waiting list shall be based upon priority. Priority of the member to the next available dock space shall be based upon the date the Dock Committee Chairman receives a request from the member, which request may be required to be submitted in writing, as reasonably determined by the Dock Committee Chairman. Open dock spaces shall be licensed to Members based upon such Members priority on the waiting list (i.e., a first come first serve basis).

21. Any member that no longer desires to reserve and utilize a dock space shall notify the Dock Committee Chairman, which notification may be required to be submitted in writing, as reasonably determined by the Dock Committee Chairman. Upon receipt of such notice, the license to use such dock space(s) shall automatically terminate and the Dock Committee Chairman shall add such dock space(s) to the list of open dock spaces or otherwise assign such dock space(s) to another member based upon the priority of the members on the waiting list maintained by the Dock Committee Chairman. The member shall not receive any refund of any fees or dues paid to CLCSC.

If you have any questions you may contact the Dock Committee or attend a monthly The Coon Lake Community and Senior Center, Inc. Board of Directors meeting. The monthly meetings are held on the second Monday of each month at 7:00 p.m.

Contact information for the Chairman of the Dock Committee can be found on our website – www.coonlakebeach.org.

Thank you for your support.

Coon Lake Community & Senior Center and Dock Committee