

Arrowhead Lake Association Boat Registration Rules

Revised by the Board of Directors 9/16/2000
Revised by the Board of Directors 7/21/2001
Revised by the Board of Directors 3/28/2009
Revised by the Board of Directors 5/17/2014

1. BOAT REGISTRATION

- A. Prior to registering a boat with ALA for use on Lake Arrowhead, an individual must be a member in good standing; and
1. Must be an owner of improved residential real property in Arrowhead Woods and
 - a. An owner of unimproved property may put a boat on the lake on a daily basis, when the boat ramp is open, but may not moor a boat on the lake overnight unless they have a slip rental agreement for the use of a slip owned by an Arrowhead Lake Association member in good standing.
 2. Must be the registered owner of a boat of the type permitted on Lake Arrowhead; and
 3. Must have obtained and have in full force and effect insurance according to the terms and conditions hereinafter described; must have current ALA operator's license; and
 4. Must either:
 - a. Be a General Member of the Arrowhead Lake Association; or
 - b. Be a Beach Club Member; or
 - c. Be a Dock Member and have paid the applicable dock membership dues; or
 5. Must have in the case of multiple ownership of the same parcel of real property, an agreement executed by all owners thereof acknowledging that: *(Timeshare requirements.)*
 - a. Each owner may register a boat only for the period of time during which said owner has the exclusive right to occupy the subject real property; and
 - b. That the boat of any owner of such real property must be removed for the lake during any period of time said owner is not entitled to the exclusive

occupancy of said real property, unless more than one owner of the real property is also an owner on said boat; and

- c. Each boat owner must apply for his/her own general or beach club membership, and
 - d. A copy of the agreement shall be submitted at the time of application along with a schedule indicating each owner and the period of time said owner is entitled to exclusive occupancy of the multiple owned real property; and
 - e. A husband and wife shall be deemed one owner.
- B. In order to register a boat on Lake Arrowhead, a member must submit to ALA the following:
1. Annual fees for each boat registration according to the schedule adopted from time to time by the Board of Directors;
 2. Written verification that insurance on the terms and conditions herein below described has been obtained and is in full force and effect for each boat.
 3. A copy of current DMV registration if required by the State of California
- C. Notwithstanding any other provision of the ALA Bylaws and ALA rules, the aggregate maximum number of boats that can be registered for use on the lake by all persons owning any interest in a residential property in Arrowhead Woods is five (5). Boat owners who currently have more than five (5) boats registered for a particular residential property in Arrowhead Woods are allowed to maintain the current number of boats registered for as long as the property is owned by the boat owner. When the property sells or otherwise transfers, said exception will cease to exist **(Section C and D Adopted by Board on 9/16/2000 and revised on July 21, 2001)**.
1. In the case of multiple owners of a property (timeshares), such owners shall decide among themselves which owners shall be entitled to register one or more boats, not to exceed five (5) in the aggregate for all such owners.
 2. ALA shall be entitled to rely on representations of any owner seeking to register a boat(s) that the other owners, if any, have agreed to such registration(s).
 3. In no event, regardless of the accuracy of any such representations, shall ALA permit registration of more than five (5) boats per residential property in Arrowhead Woods.

- D. A “boat” is defined as non-human-powered vessels, including, but not limited to, motorized boats and sailboats. Human-powered vessels such as kayaks, canoes, pedal boats, or similar devices are not subject to the five (5) boat maximum rule.

2. ANNUAL REGISTRATION:

Each member registering a boat shall pay to ALA annual registration fees for each boat, payable in advance. Annual fees shall not be refundable or prorated for any reason whatsoever, including, but not limited to, cancellation of those memberships for violation of any of the rules provided herein, or for interruption or prohibiting use of the lake during said annual period, or for enforcement of any lien upon said boat or boats as hereinafter provided. As provided in Rule 5 herein, the amount of annual fees shall be set from time to time by the Board of Directors.

3. INSURANCE:

Each member registering a boat shall, at his own cost and expense, maintain and keep in full force and effect insurance on his boat or boats as follows:

- A. Liability insurance in the amount of \$500,000.00 combined single limit, and if power boat ski racing activity is involved, \$1,000,000.00; small unpowered boats may be covered under the member’s homeowner’s insurance.
- B. Water Skiing: If the boat is to be used in connection with water skiing, this specific coverage must be included in said insurance policy;
- C. Endorsement naming additional insured: The following endorsement shall be added to said policy: “Arrowhead Lake Association, a California Non-Profit Corporation, is hereby named as additional insured for the purpose of bodily injury, liability and property damage coverage on this policy in connection with the ownership, maintenance and operation of this boat at Lake Arrowhead, and this insurance coverage shall be primary insurance with respect to ALA.”
- D. Said policy shall state that the insurer agrees to give thirty (30) day prior written notice of cancellation or change to:
- Arrowhead Lake Association
Post Office Box 1119
Lake Arrowhead, CA 92352
- E. In the event of a boating accident, ALA will supply on request to any party involved in the accident, insurance information concerning the boats involved. (from Arrowhead Lake Association minutes of the Regular Meeting of the Board of Directors, September 15, 2001) *(Corrected July 24, 2009)*

4. INDEMNIFICATION:

By registering a boat, each member does agree to save, defend, hold harmless and indemnify ALA against any and all damage and harm to persons and property suffered

by or asserted against ALA, as well as any and all damages, injury, claims, demands, costs, attorney's fees, expenses, liens, action and causes of action of every kind, nature and description, whether known or unknown, suspected or unsuspected, for damage and harm to any and all persons and/or property in any way caused or arising, directly or indirectly, from:

- A. The use, maintenance, construction, launching or removal of member's boat;
- B. Conduct of a member and member's spouse and minor children, as well as that of member's guest, permittees, and their spouses and minor children, and the property of any of them, causing or in any way arising from the use of the member's boat.
- C. ALA's exercise of its authority to undertake emergency action to prevent or mitigate pollution in the lake from a member's boat (See paragraph 15 below) at the sole cost and expense of said member (*ADOPTED BY BOARD ON 3/17/2001*).

5. BOAT REGISTRATION FEES:

From time to time the Board of Directors shall consider the future needs of ALA, and in accordance with those needs, shall fix by resolution the amount of boat registration fees to be paid by each boat owner, which amounts shall be payable by each boat owner in the next succeeding annual dues period. The registration period shall commence on April 1st of each year and terminate on March 31st of the succeeding year.

6. NON-TRANSFERABILITY:

By paying these fees, each member does agree that his boat registration fees are non-transferable. Further, each owner does agree not to attempt to transfer ownership of any boat right on the books or records of ALA or to attempt to allow the exercise of any right or privilege of boat registration on account thereof to any purported transferee or to any persons claiming under them.

7. REPAIRS AND MAINTENANCE:

Each boat owner shall, at his own cost and expense, keep his boat in good order, condition and repair, and shall comply with all rules and regulations in reference thereto from time to time promulgated by ALA for safety, protection, welfare and enjoyment of the lake by boat members and others.

In the event a member shall fail to repair, maintain or improve his boat within thirty (30) days after written notice from ALA advising him of the need of such repairs, maintenance or improvements, then ALA may (but shall not be obligated to) remove such boat, or in the alternative, at the discretion of ALA, terminate the use of such boat and remove or otherwise prevent the use of the boat, at the boat owner's sole cost and expense. The member shall comply with all laws, rules and regulation of any

governmental authority applicable to maintenance of his boat, and shall save and hold ALA harmless from any claim, action or causes or action arising there from.

ALA shall have the right (but not the duty) at any time to examine and inspect each boat owner's boat and each boat owner, by accepting his use of the lake, does grant to ALA the right to enter upon the boat whenever ALA, in its sole discretion, determines it necessary for such purposes.

A decal provided by ALA to the boat owner must be affixed to the starboard side of either the bow or the windshield of all boats.

In the case of a sailboat, the decal may be on the mast.

8. LAUNCHING:

By accepting his ownership fees, each boat owner does agree to launch his boat only at such launching sites as are approved by ALA.

9. CONDITIONS AND REGULATIONS GOVERNING OPERATION OF BOATS:

The permit to operate a boat on the Lake shall be issued expressly subject to the conditions and regulations governing the operations of boats on the Lake which are now, or may hereafter be, promulgated by ALA. All boat operators must be in possession of a valid ALA Boat Operator's License.

The boat shall not be used for rental or ferry purposes, or the transportation of any person, persons, or material for hire or for any commercial purpose without the expressed written permission of the ALA. It shall only be operated for the personal and private use of the owner, owner's family, and for reasonable accommodations of his social guests.

The use of any boat by a boat owner's lessee or licensee is deemed to be a commercial use and prohibited by these rules.

Each boat owner shall comply with all rules and regulations from time to time promulgated by ALA with respect to speed of boats and reckless or drunken operating or driving of boats.

Each boat owner shall further comply with all laws, rules, and regulations of any governmental authority in reference thereto, and each boat owner, by paying boat registration fees, does agree to notify ALA of each conviction of a violation of any such law, rule or regulation of any such governmental authority within one week of each and every such conviction.

ALA may, in addition to the other rights and remedies herein contained, suspend the privilege of boat owner and/or operator/driver of the boat for a period not exceeding two (2) years upon notification of a conviction of any of the following:

- A. Operating/driving the boat while under the influence of intoxicating liquor or drugs;
- B. Failure of the operator/driver of the boat involved in an accident to stop or otherwise comply with all applicable laws, rules and regulations;
- C. Reckless driving proximately causing bodily injury;
- D. Willful and intentional violation of boundaries or borders and rules and regulations for sanctioned events, whether such violator is a spectator or duly authorized participant in the sanctioned event.

Fines for these and other violations may be adopted from time to time by the Board of Directors and shall be published.

10. OTHER REMEDIES ON VIOLATION OR DEFAULT:

In addition to the remedies hereinabove and hereafter provided for in these rules, in the event that:

- A. A boat owner receives two (2) warnings or citations from the Lake Safety Patrol for violations; or
- B. A boat owner received one warning or citation from the Lake Safety Patrol for driving/operating the boat while under the influence of intoxicating liquor or drugs, or failing to stop and comply with all applicable laws, rules and regulations following an accident; or
- C. A boat owner should default or violate any law, rules, and regulations promulgated by ALA, any governmental authority, or otherwise, whether or not herein contained; ALA may:
 - 1. Give notice to the boat owner of intention to hold a hearing before the Lake Violations Committee pertaining to warning(s), default or violation. Such notice shall be given not less than ten (10) days nor more than thirty (30) days prior to the date set for such hearing.
 - 2. Conduct such hearing pertaining to the alleged warning(s), default or violation. A boat owner shall have the right to be present in person and by counsel if member so desires. The member shall have the right to present evidence on owner's behalf and to examine witnesses against the boat owner.
 - 3. Following such hearing, and in the event it may be determined that the boat owner is guilty of a default or violation, then ALA may:

- a. Terminate the boat owner's use of the Lake, in which event all rights and interests of the boat owner shall cease and terminate except that the boat owner shall have the right, within a thirty (30) day period commencing with the date he is notified of such determination by ALA, to remove his boat from the Lake.
- b. In the event the boat owner shall fail to remove his boat or shall fail to cause it to be removed as provided hereinabove:
 - (i) ALA shall have the right, at its option, to remove the boat from the water, to take possession of the boat and to have the boat placed in storage at the boat owner's sole cost and expense.
 - (ii) In so removing the boat from the Lake, ALA shall have the right to do such acts and things to the boat as ALA, in its sole discretion, deems necessary to accomplish such removal of the boat.
 - (iii) All costs and expenses of removal pursuant to this sub-paragraph (b) shall be borne by the boat owner and paid by the boat owner to ALA forthwith upon demand. ALA shall at all times have the right to enter upon the boat to accomplish the foregoing removal and shall be held harmless from liability of any kind or nature arising there from.
 - (iv) Further, said boat shall remain in storage until boat owner satisfies (a) the costs of storage; (b) the amount of all fees, dues, and assessments due to ALA from the boat owner; and (c) the amount of all costs and expenses of removal of said boat.
- c. The remedies of ALA herein shall be cumulative of each other and of any other remedies available to ALA. The failure of ALA to exercise or elect any remedy shall not constitute a waiver thereof.

11. NOTICES:

Any and all notices, demands, instructions and communications which should be or are desired to be given pursuant to these rule, may be given (as an alternative to personal services) in writing by registered or certified United States mail, postage prepaid, addressed as follows:

**To Licensor: ARROWHEAD LAKE ASSOCIATION
POST OFFICE BOX 1119
LAKE ARROWHEAD, CA 92352
ATTN: GENERAL MANAGER**

12. TAXES AND ASSESSMENTS:

Each boat owner shall pay all lawful taxes and assessments levied against or upon his boat by the state or any county, city, or any other body having authority to levy taxes and/or assessments.

13. MODIFICATION AND AMENDMENTS:

The Board of Directors may make modifications of and amendments to these Boat Registration Rules from time to time.

14. PREVENTION OF POLLUTION:

If ALA determines, in the exercise of its reasonable business judgments, that a member's boat may cause any pollution in the lake due to sinking, then ALA has the absolute authority, but not the obligation to, (i) raise and secure such boat; (ii) undertake all acts to preserve the vessel, its equipment and appurtenances from any further damage; and (iii) take reasonable measure to clean-up any pollution, caused by such sinking and dispose of such clean-up materials, all at the boat owner's cost. The ALA shall assume no responsibility for damages to any boat when such damages occur in the process of raising or moving a boat or the removal of the boat from the lake.