

## **Slip Ownership Rules**

**Amended by the Board of Directors 2010-10-23**

### **1. OWNERSHIP:**

- A. An owner of improved residential real property shall only be allowed one slip for that property.
- B. If a property owner presently owns more than one slip attached to one property, ALA will recognize an exception to the above rule, but only for so long as said slips remain attached to said property. In the event any of said slips are transferred away from such property, the exception will terminate as to those slips so transferred, but remain as to the balance of slips attached to said property for which the exception was recognized.
- C. The term "residential real property" is defined to include a subdivided lot or parcel of land within Arrowhead Woods. In the context of the above rules, the term "slip" shall mean both physical and/or slip rights.
- D. "IMPROVED RESIDENTIAL REAL PROPERTY" is property that:
  - 1. is Residential Property within Arrowhead Woods,
  - 2. has been improved with the construction of a "Residence" and
  - 3. has been issued a "Certificate of Occupancy" by San Bernardino County.

### **2. ANNUAL DUES/FEES:**

- A. Each slip owner shall be subject to ALA annual membership dues and license fees in advance for each slip.
- B. From time to time the Board of Directors shall fix by resolution the amount of the annual slip license fee to be paid by each slip owner, which amount shall be payable by each slip owner in the next succeeding annual license fee period. The membership and license fee period shall commence April 1st of each year and shall terminate on March 31st of the next succeeding year.
- C. Annual membership and/or slip license fees shall not be refundable for any reason whatsoever, including, but not limited to cancellation of membership and /or license for violation of any of the rules provided herein, or for interruption or prohibited use of the Lake during said annual period, or for enforcement of any lien upon said slip or slips as hereinafter provided.

### **3. SLIP AND DOCK PLANS:**

Slip owners shall submit to ALA for its written approval all plans for the location, construction, alteration, remodeling or changes of said owners slip. The size, construction, plan and details of docks and slips shall conform to The Regulations for Shoreline and Reserve Strip Improvements promulgated from time to time by ALA for docks and slips at the Lake and on file in the offices of ALA located at Lake Arrowhead, California; and, in any and all events, no such construction, alteration, remodeling, or change shall commence without prior written approval of ALA.

### **4. RELOCATION OF SLIP:**

ALA shall at all times have the right to require the relocation and/or alteration of the slip and/or assigned boat slip when reasonably necessary for Improvements of mooring facilities on, or access to, the lake. ALA shall, except in case of a slip or slip right for lakefront lots, have the right to require the substitution of a slip in a multiple slip dock in lieu of any other configurations.

### **5. REPAIRS AND MAINTENANCE:**

- A. Each slip owner shall, at said owner's cost and expense, maintain and keep in good order, condition and repair, (herein collectively referred to as Maintain) the slip, dock, and any and all incidental Improvements and/or fixtures associated with said slip (herein, individually and collectively referred to as Improvements) located upon the dock, Reserve Strip, Reserve Strip Additions or Buffer Zones; and owner shall comply with all rules and regulations in reference thereto from time to time promulgated by ALA for the safety, protection, welfare and enjoyment of the Lake by slip owners and others. The slip owner shall also paint the slip in such color as is designated from time to time by ALA.
- B. In the event a slip owner shall fail to Maintain said Improvements within thirty-five (35) days from the date of mailing of written notice from ALA advising owner of the need of such repairs, maintenance or Improvements, the ALA may, but shall not be obligated to, (i) repair such Improvements or have such repairs performed at the slip owner's sole cost and expense, and/or if necessary, (ii) remove such improvement for such repairs, maintenance or Improvements, or, in the alternative, at the discretion of ALA, (iii) terminate the slip license and remove, or otherwise prevent the use of any such Improvements, at the slip owner's sole cost and expense. The slip owner shall also comply with all laws, rules and regulations of any governmental authority applicable to maintenance of said Improvements and shall indemnify, defend and hold ALA harmless from any claim, action or causes of action arising therefrom.
- C. Except with the express written consent of ALA, no slip owners shall in any and all events, construct, alter or modify, or cause or be constructed, altered or modified, upon any Reserve Strip, Reserve Strip Additions or Buffer Zones, any structure.

- D. ALA shall have the right, but not the duty, at any time to examine and inspect each slip owner's Improvements, and each slip owner, by acceptance of the slip license, does grant ALA the right to enter upon any of the Improvements in ALA's sole discretion, whenever necessary for such purposes.
- E. Each slip owner shall place on the dock, in a conspicuous place facing the Lake, a number designated by ALA three inches in heights. If any slip owner shall fail to place such number on his slip before July 1st of each year, ALA shall have the right to do so at such slip owner's sole cost and expense.

## **6. ANNUAL INSPECTIONS:**

- A. ALA is hereby designated as the agent to conduct an annual inspection, of said slip owner's Improvements.
- B. After such annual inspection is made, and where a condition of disrepair is found, ALA may elect to mail to such slip owner, at the slip owner's address last recorded on the records of the association, a copy of the inspection report detailing:
  - 1. The condition of slip, dock and any other Improvements;
  - 2. The condition of the common areas, in the case of a slip in a multi-slip configuration;
  - 3. Any remedial work which is needed for the individual slip, dock and /or any other Improvements;
  - 4. Any remedial work, which is needed for the common areas.

## **7. PERFORMANCE OF REMEDIAL WORK:**

- A. After the mailing of the annual inspection report to a slip owner, where a condition of disrepair is found, said owner shall have a period of sixty (60) days from the date of the mailing of the report to perform or cause to be performed the corrective/remedial work recommended in the report.
- B. In the event the work is not completed within sixty (60) days from the mailing of the report, ALA may elect, at its option, to remedy and condition of disrepair as listed in the report, or contract with a third party to have same done, and cause the same to be billed to the slip owner. If ALA elects to have the repairs done, by its own staff or any third party, ALA shall charge an administrative fee of 15% of the cost of such work or \$150, whichever is greater.
- C. In the event the billing is not paid within 30 days, the same will be posted against the owner's respective membership and slip license and accrue a service charge of 2% per month for as long as the same shall remain unpaid.

- D. In the event said billing shall remain unpaid by the due date for payment of the next annual slip license fee, no membership dues will be accepted, no transfers be permitted, no boats permitted to be launched and/or registered to any slip, and no use of said owners slip will be permitted.
- E. At the expiration of thirty (30) days, such unpaid amount becomes a lien against the slip and membership of the slip owner(s), and ALA may seek any remedy provided by law, including but not limited to collection and/or foreclosure. If ALA hires an attorney to enforce its rights hereunder, ALA shall be entitled to recover its actual attorney fees incurred in prosecuting any such action.
- F. It shall be the obligation of each slip owner to at all times maintain a current mailing address on file for the slip owner with the ALA office so that notices can be sent. Notices shall be sent to the last available address on file in the ALA office and shall be deemed delivered to the addressee three (3) days after being deposited in the mail without any liability to ALA for non-receipt of such notice.

#### **8. DESCRIPTION OF MAINTENANCE:**

The annual and regular maintenance which shall be included under these rules shall be as follows:

- A. Paint surfaces at two (2) year intervals, but more often if condition due to weather dictates;
- B. Replace/repair corroded flotation devices;
- C. Re-affix/replace tie-down hardware;
- D. Inspect/repair/replace jacks;
- E. Repair/replace/re-paint broken/rotted timbers/decking;
- F. Repair/replace gangways/railings;
- G. Re-affix/replace side padding;
- H. Replace popped up nails with screw nails;
- I. Re-affix/repair bracing bars and chains and attachments;
- J. Snow removal;
- K. Emergency repairs of any nature;
- L. Maintain dock boxes

M. The foregoing list is descriptive only, and such maintenance and repairs and additions and deletions thereto shall be in the sole discretion of ALA.

## **9. INDEMNIFICATION:**

By accepting the slip license, each slip owner does agree to save, defend, hold harmless and indemnify ALA against any and all damages, injury, claims, demands, costs, attorney's fees, expenses, liens, actions, and causes of action of every kind, nature and description, whether known or unknown, suspected or unsuspected, for damage and/or harm to person, property, or property rights asserted against ALA in any way caused or arising, directly or indirectly, from;

- A. the use, maintenance, construction or removal of any of the owner's Improvements.
- B. the use or occupancy of any portion of the Reserve Strip, Reserve Strip Additions, or Buffer Zone by ALA in connection with the maintenance or removal of any of said slip owner's Improvements.
- C. conduct of the slip owner and his spouse and minor children, as well as that of slip owner's guests, permittees, invitees and their spouses, any minor children and the property of any of them, caused or in any way arising from the use of the owner's, or anyone else's Improvements.

## **10. TRANSFER FEES:**

- A. ALA shall not be required to transfer ownership of any Improvements sold or conveyed by a slip owner on the books or records of ALA, or to allow the exercise of any rights or privileges of slip license on account thereof to any purported transferee or to any persons claiming under them, unless or until all dues, fees, any real property taxes and assessments and charges due to ALA pursuant to all ALA rules and regulations are paid, at the time and in the manner provided herein.
- B. Each such conveyance or transfer shall be subject to the payment to ALA of a transfer fee in an amount the Board of Directors shall from time to time determine, and no transfer will be completed or slip license transferred unless and until all applicant transferees fully and completely execute and return to the ALA office the Release of Pier Site Easement for, the slip/dock, where applicable, a revocable license for other shoreline Improvements which forms shall be provided by ALA.
- C. Any transfer shall be in accordance with the rules and regulations of the ALA as promulgated from time to time.

## **11. LIEN:**

The amount of ALA member dues and license fees, plus any other charges thereon, such as interest when delinquent, charges pursuant to Paragraph 4 or 6, and costs of collection

(including attorney fees), if any, shall constitute and become a lien upon the slip and/or dock and all real property interest appurtenant thereto and used in connection therewith, then the Board of Directors causes to be recorded with the County Recorder of San Bernardino a Notice of Delinquency which shall state the amount of such delinquency, including such other charges, a description of the slip and/or dock and real property appurtenant thereto which is involved, and the name of the record owner thereof. Such notice shall be signed by an officer of ALA on behalf of ALA. Upon payment of said delinquency, including all charges, fees and interest thereon, as well as the cost of such notice or other satisfaction thereof, the Board of Directors shall cause to be recorded to further notice stating the satisfaction and the release of the lien thereof.

## **12. PRIORITY OF LIEN:**

Such lien shall be prior to all other liens recorded subsequent to said Notice of Delinquency.

## **13. LIEN ENFORCEMENT:**

The lien provided for herein may be enforced by sale by ALA, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the noticed delinquency in accordance with the provisions of Section 2924, 2924(b) and 2924(c) of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The remedy provided herein shall be in addition to and not exclusive of any other remedy available to ALA for enforcement of collection.

## **14. OTHER REMEDIES ON DEFAULT:**

- A. Except as provided in Paragraph 19 related to Termination of Pier Site Easements, in addition to the remedies otherwise provided for in these rules and/or other ALA governing documents, in the event that slip owner should be in default of or violate any of the rules herein, (herein Defaulting Owner) ALA may undertake an administrative remedy as follows:
1. Give notice to the Defaulting Owner of ALA's intent to hold a hearing by the Board of directors pertaining to the default or violation. Such notice shall be given not less than fourteen (14) days prior to the date set for such hearing.
  2. Conduct such hearing pertaining to the alleged default or violation. A Defaulting Owner shall have the right to be present in person and by counsel if desired. The Defaulting Owner shall have the right to present evidence on said owner's behalf and to examine witnesses against said owner.
  3. Following such hearing, in the event it is determined that the Defaulting Owner is guilty of a default or violation, the ALA may:

- a. Impose such fine or penalty, including termination of membership and/or slip owner rights, as the Board of Directors deems just and reasonable under the circumstances; or
- b. Terminate all rights and interests of the Defaulting Owner in and to such slip, slip and dock and/or Improvements, except that the defaulting owner shall have the right, within no less than a thirty (30) day period determined by the Board of Directors, commencing with the date the owner is notified of such determination by ALA, to remove from the Lake the slip, dock or other Improvement, or to cause said slip, dock or other Improvement to be sold to one who is qualified for a slip license in accordance with Article II, Section A of the By-Laws of ALA.
- c. In the event the Defaulting Owner shall fail to either remove the slip, dock or other Improvement, or cause same to be sold as provided hereinabove, then:
  - (i) ALA shall have the right, at its option, to cause the slip, dock or other improvement, to be sold for the account of the defaulting owner at a noticed sale. For purpose, ALA shall advertise the slip for sale as required by law in the newspaper of general circulation for Arrowhead Woods, and may accept the highest offer obtained from such advertising, but only for a person otherwise qualified to own said slip pursuant to ALA's then applicable bylaws, rules and regulations, (herein a qualified buyer), or ALA itself. Upon such acceptance by ALA, title in the slip shall vest in the purchaser thereof. The proceeds of such sale shall be disbursed as follows: first, to pay the cost of any repairs to such slip and dock done by ALA; second, to pay the costs of sale, including, but not limited to, an administrative fee as determined by the Board of Directors from time to time in accordance with applicable California law, advertising and commissions, if any; third to pay any sum owing to ALA from the Defaulting Owner; and the remainder, if any, shall be paid to the Defaulting Owner; or
  - (ii) In addition to the remedy provided at (i) above, if the slip is part of a dock wholly owned by the defaulting owner as shown by ALA's records, ALA shall have the right, but not the obligation, to: remove the slip for the lake. In so doing, ALA shall have the right to removed and demolish the slips as ALA, in its sole and absolute discretion, deems necessary to accomplish such removal and dispose of the slip as refuse; or
  - (iii) ALA shall at all times have the right to enter upon the slip, dock and other property to accomplish any removal for sale purposes and shall be held harmless by the defaulting owner from liability of any kind or nature arising therefrom.
  - (iv) All costs and expenses of removal pursuant to these rules shall be charged to the Defaulting Owner and paid to ALA forthwith upon demand.

- B. The remedies of ALA herein shall be cumulative of any other remedies available to ALA. The failure of ALA to exercise or elect any remedy shall not constitute a waiver thereof. In any action brought to enforce these Rules, the By-Laws of Arrowhead Lake Association, or to enforce the terms of a Release of Pier Site Easement or Revocable License, the prevailing party to any such action shall be entitled to reasonable attorney's fees in addition to costs.

**15. NOTICES:**

- A. Any and all notices, demands, instructions and communications which should be or it is desired to be given pursuant to these rules, may be given (as an alternative to personal service) in writing by registered or certified United States mail, return receipt requested, postage prepaid, or by telegraphic communication, address to ALA as follows:

ARROWHEAD LAKE ASSOCIATION  
POST OFFICE BOX 1119  
LAKE ARROWHEAD, CALIFORNIA 92352  
ATTENTION: GENERAL MANAGER

and addressed to a slip owner at the address shown on the records of ALA as the last recorded address thereon of the said owner.

- B. The effective date of all such communications shall be the date of mailing if given by registered or certified mail, as evidenced by the official registration thereof in the United States Post Office records, or the date the telegraphic communication is filed with the telegraph office, if given in that manner.
- C. The giving of any such notice, demand or instructions by either of said methods of communication shall be deemed to be and shall constitute good and sufficient service thereof for all purposes.
- D. In lieu of giving any such notice, demand or instruction by said methods of communication, or either of them, a slip owner or ALA may serve any such notice, demand or instruction personally on the other party.

**16. TAXES AND ASSESSMENTS:**

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

**17. MODIFICATIONS AND AMENDMENTS:**

The Board of Directors may make modifications of and amendments to the Slip Ownership Rules at any meeting of the Board of Directors in accordance with the By-Laws of ALA.



## **18. MULTI-PRIVATE DOCK RULES:**

- A. A multiple dock is defined as a dock configuration containing four or more slips.
- B. **CLASSIFICATION:** A slip owner in a multi-private dock is a regular member of ALA and subject to all the rules and regulations as set forth in ALA Slip Owner Rules, but with the additional rights and obligations as set forth in the Multi-Private Slip Rules.
- C. **MULTI-PRIVATE SLIP OWNERS' ASSOCIATION:**
  - 1. All slip owners in a multi-private dock on Lake Arrowhead are strongly encouraged to form "Dock Owners' Associations" and appoint a person or firm empowered to perform or contract for the performance of regular maintenance of multi-private dock slips and common areas. The Dock Owners' Association must include the following:
    - a. Owners' Association agreement, in writing signed by 51% or a majority of owners of multi-private dock slips;
    - b. Agreement specifically appoints a person(s) or firm(s) to act as their agent(s) to contract for dock maintenance, repairs or replacement as needed;
  - 2. In the event that no dock owners' association is formed for any multi-private configuration, each multi-private dock member, by his membership in ALA, irrevocably appoints ALA as that members agent and agrees that ALA shall be the agent for the entire ownership of one multi-private configuration for the purpose of determining what maintenance and/or repairs or replacement may be required. The agent, ALA, shall upon such determination, give written notice to such multi-private dock member owner or members' owners or entire joint ownership of the multi-private dock configuration, stating what maintenance, repairs or replacement is required. Notice to one joint owner of a slip shall be deemed notice to all joint owners of that slip. ALA shall be empowered, if in its sole judgment it shall be practicable, to contract for regular annual maintenance, and if such regular maintenance agreement is entered into, the annual cost of maintenance agreement shall be paid in advance and the multi-private dock member's owner's proportionate amount for regular annual maintenance shall be billed to each member owner.

## **19. TERMINATION OF PIER SITE EASEMENTS**

- A. Consistent with the Conveyance of Pier Site Easement Agreement, in the event a slip owner attempts to convey a Pier Site Easement and Boat License directly to a third party, then the Pier Site Easement and Boat License ("Pier Site Easement") shall automatically terminate and ALA shall, without notice, record a Termination of Pier Site Easement/Boat Slip License in the County Recorder's Office of San Bernardino County and shall further register said termination in the Dock Book maintained at the office of ALA.

- B. If a slip owner's interest in the real property in Arrowhead Woods is involuntarily conveyed (by reason of a lender's foreclosure or other involuntary means), then the Pier Site Easement shall automatically terminate without notice to the former slip owner and ALA will record a Termination of Pier Site Easement/Boat Slip License at the County Recorder's office of San Bernardino County, California and further terminate the Pier Site Easement and Boat Slip License in the Dock Book maintained at the office of ALA.
  
- C. If a slip owner desires to sell his/her/its Pier Site Easement to a qualified third party, then such slip owner must reconvey the Pier Site Easement back to ALA and ALA will convey the Pier Site Easement to the qualified buyer upon payment of all transfer fees, dues, any real property taxes and any other monies due ALA, as well as upon compliance with any other rule or governing documents of ALA.