

Rochelle Cove - Eagle Point Property Owners Association

Boat Area and Related Facilities

Rules and Regulations - 2020

The following are the rules and regulations pertaining to and governing for the use of the boat/PWC docks, piers, slips, and lease and rental of boat/PWC slips (collectively referred to as "Boat Area" adopted by the Rochelle Cove - Eagle Point Property Owners Association ("POA") in accordance with Article II, section 9 and Article VII, sections 1 and 2 of the Bylaws of the POA.

The objective of the following rules and regulations is to operate and ensure the safety and enjoyment of the Boat Area by the POA members in good standing, qualifying non-members, current and potential boat/PWC slip holders. Failure to adhere to and/or violation of any of the below listed rules and regulations by any POA member and qualifying non-member, as described herein, may result in the suspension of privileges, including but not limited to suspension of common area privileges and Boat Area privileges.

**I. BOAT/PWC SLIP LEASE**

The POA will make available the boat/PWC slips it owns and operates for annual lease by its members in good standing in accordance with and adherence to the applicable rules, regulations, and process as set forth and contained herein. All boats/PWCs using and occupying the POA boat area, including, but not limited to the boat/PWC slips must be pre-registered and under valid Boat/PWC Lease Agreement with the POA. The owner of any and all boats/PWCs occupying any POA boat/PWC slip without being subject to such valid lease agreement with POA will be subject to the fines and penalties set forth and provided herein, including but not limited to having said boat/PWC towed and stored from the slip at owner's expense.

- A. Applicants eligible to submit applications to the POA Board of Directors for lease of boat/PWC slip are REQUIRED to:
1. Be an adult individual; and
  2. Be an owner and resident of improved residential real property in the POA seeking lease of boat/PWC slip for personal/non-commercial use; and
  3. Be a member of the POA in good standing as defined in the POA Bylaws; and
  4. Be the registered owner of the boat and/or PWC of the type permitted by the POA as set forth in the Rules below for which the boat and/or PWC lease is sought; and
  5. Have at time of application and maintain at all times in full force and effect, insurance according to the terms and conditions hereinafter described; and
  6. In the case of multiple ownership of the same improved residential real property in the POA, an agreement by all owners thereof acknowledging that:
    - a) He/she is the POA member eligible to submit an application for boat/PWC slip rental for the applicable rental period of time during which said owner has the exclusive right to occupy the subject real property; and
    - b) Husband and Wife shall be deemed as one POA property owner.
- B. Eligible applicants interested in applying for lease of boat/PWC slip from POA MUST submit to the POA within the prescribed dates and times the following:
1. Verification by POA Treasurer/Secretary that applicant is POA member in good

- standing (all applicable dues paid in full); and
  - 2. An Application for Boat/PWC Registration/lease Agreement on the form provided by POA, completed and executed as directed therein; and
  - 3. Applicable fees for each boat/PWC slip to be leased in accordance with the fee schedule in force in effect at that time, which may be adopted from time to time by the Board of Directors; and
  - 4. Written verification/evidence of insurance, based on the terms and conditions herein described, has been obtained and is in full force and effect for each applicable boat/PWC; and
  - 5. Copy of current NC (or applicable state) Wildlife Resources Commission registration for each applicable boat/PWC.
- C. Lease/Lease Renewal of boat/PWC slips shall be contingent upon the availability of said slips, eligibility of applicants in accordance with D. below and payment of annual slip rental and POA dues and fees.
- D. Boat/PWC slips will be made available for lease by the POA by priority as follows:

1. Tier Qualification:

Qualifying Tier	Tier Requirements
Tier 1	<ul style="list-style-type: none"> <li>• POA Member in Good Standing</li> </ul>
	<ul style="list-style-type: none"> <li>• Owner and resident of improved residential real property in the POA seeking lease of boat/PWC slip for continuous personal/non-commercial use</li> </ul>
	<ul style="list-style-type: none"> <li>• Proof of insurance for boat/PWC to utilize assigned boat/PWC slip</li> </ul>
Tier 2	<ul style="list-style-type: none"> <li>• Deeded access owner and resident of improved residential real property in the POA seeking lease of boat/PWC slip for personal/non-commercial use</li> </ul>
	<ul style="list-style-type: none"> <li>• Proof of insurance for boat/PWC to utilize assigned boat/PWC slip</li> </ul>
Tier 3	<ul style="list-style-type: none"> <li>• Owner and resident of Deeded Access improved residential real property in the subdivision seeking lease of boat/PWC slip for non-commercial use and/or intermittent personal use</li> <li>• Proof of insurance for boat/PWC to utilize assigned boat/PWC slip</li> </ul>

- 2. POA members in good standing as defined and set forth herein and in the POA bylaws. POA members in compliance with all rules and regulations are eligible to lease boat/PWC slip(s) at a lease rate in effect at the applicable term of lease, said rate having been set and adopted by the Board of Directors of the POA. Said lease rate is subject to change at the beginning of each lease year as deemed appropriate by the POA Board of Directors, based on economic, environmental, and other factors.
  - a) POA members in good standing are required to submit application and required accompanying documentation for lease of boat/PWC slip to the POA Board of Directors before the 'application deadline" date as shown on the Homeowner/Boat/PWC Slip Fee Form of the applicable lease year so as to be received by the POA Board by the "application deadline" date. Applications received by the POA Board after the "application deadline" date will forfeit priority consideration status.
- 3. Right of First Refusal. Any current tenant/leaseholder in good standing renewing a boat/PWC slip lease, shall register said boat/PWC in accordance with the registration process as set forth herein and having satisfactorily met all applicable rules and regulations shall have the right of first refusal of leasing the previously leased boat/PWC slip for the next applicable lease year. Failure of POA member in good

standing to submit application for renewal of existing boat/PWC slip lease in accordance with the rules, regulations, and terms set forth and contained herein, will result in forfeit of the POA member's right to first refusal for the renewal of lease of applicable boat/PWC slip.

- a) Slip assignments from the previous season will be carried forward until through and including the present applicable lease year. Requests for new and/or alternative boat/PWC slip will be applied for by POA member and processed in accordance with the rules, regulations, and procedures set forth herein.
4. In the event that the number of qualified POA members/applicants for the lease of applicable boat/PWC slips exceeds the number of available slips of that same type (i.e. Covered, Non-covered End, etc.), qualified applicants submitting applications will be placed on a "Waiting List" and subsequently awarded and processed by the POA Board of Directors in accordance with the rules, regulations, and procedures set forth herein, including but not limited to the qualifying Tier status of applicant as set forth in D. above.
5. The Waiting List will be maintained by the POA Board for all potential new tenants/leaseholders. The Waiting List shall be available for inspection by affected persons, POA members, qualifying applicants and non-qualifying POA members, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays. The POA Board maintains and updates the Waiting List and will make the final decision for slip assignment, in accordance with the rules, regulations and procedures set forth herein.
6. All vacancies occurring in boat/PWC slip space shall be filled from the established Waiting List. In order for an applicant to maintain his/her status on the Waiting List, he/she must submit a Wait List Renewal form on an annual basis in accordance with the annual boat/PWC application process. Failure to comply with these requirements will result in the removal of the applicant's name from the Waiting List. The Wait List will be updated by the POA Board annually.
7. A position on the Wait List does not guarantee approval to obtain lease of boat/PWC slip.
8. Current tenants/leaseholders of boat/PWC slips have been recorded in the books and records of the POA. Applicants appearing on the Wait List will be recorded in chronological order and the awarding of any boat/PWC slip shall follow this order. At time that boat/PWC slip becomes vacant and available for lease, the POA Board will notify the next applicant on the Wait List of the vacancy. Applicant shall have first right of refusal on leasing the slip. Should the applicant not accept the offer of the slip, the applicant may waive that slip but elect to remain on the top of the Wait List for the next available slip.
9. When selected from the Wait List the POA Board will attempt to notify the applicant by telephone utilizing the contact information provided by applicant. If no contact is made by phone, a 1<sup>st</sup> class letter will be sent and the applicant will be given five (5) days to respond. If there is no response by telephone or letter from applicant, the applicant will be removed from the Wait List and the slip will be offered to the next applicant in accordance with the policy and procedure set forth herein.
10. Once successful contact is made with the applicant, applicant shall have five (5) days within which to submit to the POA Board, a completed application along with all required documentation, fees and dues.
11. It is the responsibility of the applicant to notify the POA Board, in writing, of any change in the address or phone number or any other significant changes to the application.

- E. The POA Board of Directors reserves the right to refuse and/or terminate a boat/PWC slip rental agreement at will based on good cause. Good cause includes but is not limited to the finding by the POA Board of Directors evidence of failure by lessee to comply with all applicable rules, regulations, payment of applicable fees, rents and dues.
- F. Failure to comply with any of the applicable rules, regulations, payment of applicable fees, rents, and dues shall result in the loss of the assigned slip, and any rental fees paid, shall be forfeited.
- G. FEES: Under the provisions of the POA, a fee will be charged for the lease of any POA boat/PWC slip in accordance with the rules and regulations as set forth herein.
  - 1. Annual Boat/PWC lease fees are not refundable or transferable 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 boat/PWC area, or for enforcement of any lien upon said boat/PWCs as hereinafter provided. Lease fees may be subject to being pro rated in certain situations wherein partial year lease is entered into by applicant subsequent to September 1<sup>st</sup> of the lease year.
  - 2. As provided in Rule B - 3 herein, the amount of annual boat/PWC lease rates are subject to periodic review and adjustment by the POA Board of Directors and so shall be set from time to time by the Board of Directors accordingly.
  - 3. Payment in full for the lease of any POA boat/PWC slip and any and all applicable POA dues/fees are due at the time of the execution of the lease.
  - 4. Failure to pay in full for said leased POA boat/PWC slip within said timeframe will cause for the cancellation and revocation of the lease Agreement between the parties.
- H. INSURANCE: Each lessee shall at the time of application and continuing throughout the term of Lease Agreement, have and maintain in full force and effect, at his/her own personal cost and expense, sufficient insurance on the applicable boat/PWC at subject in the Lease Agreement. Lessees may be required to provide verification of proof of insurance periodically upon request by the Board.
- I. RELEASE AND INDEMNITY: The lessee covenants to indemnify, defend and hold harmless the POA and its agents, from and against any and all claims, liability, loss or damage arising from any conduct or action taken under this agreement, including without limitation, injury or damage, however caused, to a person, persons or to the property of any person or persons occurring on or near the premises as a result of any activity of assignee or assignee's guests, agents or invites, including all costs, legal fees, expenses, liabilities and damages incurred in or about such claim or any action or proceeding brought thereon.
- J. NON-TRANSFERABILITY: lessee is expressly prohibited from sub-leasing, assigning, conveying, and/or transferring use of the leased boat/PWC slip.

## **II. GENERAL RULES/REGULATIONS**

- A. IMPROVEMENTS: No alterations and/or modifications may be made to the premises, piers, boat/PWC slips, walkways, nor any fixtures or adornments may be attached thereto by any person, member, lessee, without the prior written consent of the POA.
- B. MAINTENANCE/REPAIRS: The POA shall be responsible for all maintenance and repair of the boat/PWC slips and related areas necessitated by ordinary wear and tear, casualty, or act of God, unless such repairs are necessary because of the act, neglect or carelessness or Improper use of equipment by any assignee, lessee, member, and any such invited guests

thereof, in which case the maintenance expense shall be borne by said lessee accordingly. It is understood and agreed that POA and/or its agents are authorized to move or operate any boat/PWC occupying POA boat/PWC slip during the making of such repair.

- C. DEFAULT: If payments are not received or if the published rules and regulations are not followed, lessee will receive written notice of default. If the situation is not corrected within 14 days of the date of written notice, the POA, as represented by the POA Board of Directors, shall have the right, without notice or demand or legal process to terminate the Lease Agreement, in which the lessee shall immediately surrender possession of the boat/PWC slip to the POA. POA will be entitled to recover from the lessee any and all costs and expense incurred as a result of this default, including, but not limited to, reasonable attorneys' fees and other expenses incurred in connection with the process.
- D. Without POA approval, boat length must not exceed 28ft. in overall length. Overall length is defined as the distance between two vertical lines, one touching the most further bow point or appurtenance and one touching the most further stem point or appurtenance, including any outboard engine in the tilt-up position.
- E. All boats, PWCs, water rafts, shall be readily mobile.
- F. All boats, PWCs, and watercraft must fit into a single boat/PWC slip. POA Board of Directors expressly reserves the right to restrict the type and size of boats which may be registered with POA for lease.
- G. Lessees must provide at their own expense, adequate and sufficient dock lines and maintain equipment in good working order. In the event of an emergency during the lessee's absence, any Board Member of the POA is authorized to take appropriate action to mitigate the emergency. In no event will the POA or Board Member of the POA be held responsible for consequences resulting from such emergency action taken or the lack of such action.
- H. Securing of boats/PWCs, and other watercraft in their appropriate slips requires the proper use of bow lines, stern lines, and bumpers and must be secured to the roof posts or provided cleats.
- I. Lessee's and their assigns are responsible for any damage to the boat/PWC slips, piers, docks caused by improper operation or improper securing of their applicable boat, PWC, or other watercraft.
- J. Docks/piers must be kept free of cords, hoses, coolers, and any and all other debris.
- K. Golf carts, bicycles and the like are prohibited from the docks and piers.
- L. Use of grills is not allowed on the boat/PWC slips, docks, piers, or on any boat while berthed in a slip.
- M. Engine maintenance and repair, which could result in the discharge of oils, greases, or other harmful substances into the water is prohibited.
- N. Lessee shall not store supplies, dock-boxes, materials, flower-boxes, accessories or debris on docks or walkways and shall not construct or cause for the construction therein of any lockers, chests, cabinets, or similar structures.
- O. It is the responsibility of each POA member/lessee to inform their guests of these rules and to enforce said rules and regulations on their guests. Guests are not allowed to use the POA boat/PWC slips, piers, docks, and POA property, including, but not limited to the boat launch,

swim area, pier and property included within the POA "Boat Area", without permission from POA member, Lessee. Guests who fail to comply with these rules will be required to leave.

- P. The POA Board of Directors shall have the authority to overrule any rule, regulation, or requirement that may come into conflict with the overall scheme and well-being of the POA. If conflicts arise, the POA Board of Directors' decision is final.
- Q. At their discretion, the POA Board of Directors may amend these rules and regulations from time to time for the betterment of the POA.