



PHONE: (805) 238 9641
FAX: (805) 238 3430
GATE HOUSE: (805) 227 6560

3945 HERITAGE ROAD
LAKE NACIMIENTO
PASO ROBLES CA 93446

WATERCRAFT (BOAT) SLIP MANAGEMENT POLICY

Adopted by the Heritage Ranch Owners' Association (HROA) Board
of Directors
October 16, 2009

Attachment to the HROA WATERCRAFT (BOAT) SLIP LEASE AGREEMENT

It is recognized that HROA is responsible for the administration of the SLIPS;
and that said administration shall be conducted in a fair, and impartial
manner. The following standards regarding said management shall apply:

- I. **Waiting List**: HROA shall maintain a waiting list and make this list available for viewing by any member on both the HROA website and at the Association Office. The waiting list shall be kept in chronological order by date, by member requesting to be placed on said waiting list. All members requesting to be placed on said waiting list shall be provided a copy of this Watercraft (Boat) Slip Management Policy; which will become written notice to that member, of the prescribed limitations and deadlines required in order to be eligible to successfully execute the AGREEMENT.

A person is considered ineligible to have their name placed on the waiting list if: a) they are not a **primary** member (with a current copy of their recorded deed on file), and in good standing;
b) they already have a SLIP AGREEMENT for a different SLIP;
c) their property is up for sale or in escrow to sell; or
d) they have a private dock which was grandfathered by HROA in 1999.

- II. **Member / Tenant Relationship**: The AGREEMENT is between HROA and the member. If the member registers their property to a tenant, the member may:
 - a) allow the tenant to register the tenant's watercraft with HROA in place of the member, and provide the appropriate insurance policy in the tenant's name
 - b) have the watercraft rights associated with that property signed over to the member who may then continue to use the SLIP.

At all times the member is responsible for the actions of their tenant related to the requirements of the AGREEMENT.

- III. **Slip Availability**: When a SLIP becomes available, HROA shall contact the first member on the waiting list by phone or in person to inform them that a SLIP has become available. In the event that someone answers the phone who is not the specified member, HROA personnel will not be responsible, if HROA personnel believes, the person they have contacted on the member's behalf is competent to relay the message to the member. The member has forty-eight (48) hours, or two (2) business days, whichever is longer, from contact date to respond to HROA personnel. Failure to respond is cause for forfeiture of that member's position on the waiting list.

In case of failure to respond, HROA shall remove that member from the waiting list and then contact the next member on the waiting list and proceed in the same manner described. This procedure shall be repeated until confirmation is received.

- IV. **Executing the AGREEMENT**: After confirmation is received by the member, they are given forty-eight (48) hours, or two (2) business days, whichever is longer, to execute the HROA Watercraft (Boat) Slip Lease Agreement in person, or by fax and pay the required rent and security deposit (by check, cash, or credit card). The AGREEMENT shall not be accepted by HROA if the member does not own a watercraft, or said watercraft is not registered with HROA before the end of that forty-eight (48) hour period. The purpose of this is so that the member demonstrates to HROA their intent to use the SLIP primarily for their own purposes, as a watercraft owner. Failure to complete the AGREEMENT, to register at least one watercraft owned in the member's name, and/or provide payment in full in the time specified, is cause for forfeiture of that member's rights to lease the SLIP.
- V. **Notice of Annual Rent**: Prior to the beginning of each calendar year, except for in any year where no monies are due, HROA will send a statement to the LESSEE notifying them that payment is due by January 1. If payment is not received by beginning of business day immediately following January 15, a past due notice will be sent to the LESSEE providing them thirty (30) days to cure the default. Failure to cure the default within the thirty (30) day grace period is cause for the AGREEMENT between HROA and the LESSEE to be immediately voided.
- VI. **Notice of "Good Standing"**: HROA shall follow the Delinquent Assessment Policy and Delinquent Fine Policy in regards to any other monies due to HROA, or in case of any other action taken by the HROA Board of Directors, the procedures provided to the member-tenant. All LESSEES are required to maintain a "good standing" with HROA in order to lease a SLIP. A LESSEE will be provided thirty (30) days to cure any default. Failure to cure the default within the thirty (30) day grace period is cause for the AGREEMENT between HROA and the LESSEE to be immediately voided.

- VII. **Notice of Insurance Lapse**: It is at all times the LESSEE's responsibility to maintain appropriate insurance coverage and provide evidence of that to HROA. A LESSEE whose insurance coverage is lapsed or canceled due to non-payment by LESSEE shall have the AGREEMENT between HROA and the LESSEE immediately voided. Failure to cure the default of any other insurance policy lapse within thirty (30) days of any notice to the LESSEE by HROA, is cause for the AGREEMENT between HROA and the LESSEE to be immediately voided.
- VIII. It is incumbent upon the member who wishes to lease a SLIP to always keep the HROA Office updated on their current address and phone number, and to notify HROA of any change in status of their property by grant deed or lease. It is also very important to have a designated representative or the member available to act as situations dictate, such as described in I and II above.
- IX. **Disputes**: See "**Early Termination by HROA**" for additional information regarding termination of the AGREEMENT.

At no time may a member-LESSEE negotiate with HROA personnel for another SLIP which might become available at a later date.

Any dispute with this procedure, or any request for any change in an assigned SLIP, shall be determined by the HROA Board of Directors on a case by case basis.