

# FAIRFIELD MOUNTAINS PROPERTY OWNERS ASSOCIATION, INC.

## MARINA POLICY

WHEREAS, the Fairfield Mountains Property Owners Association, Inc. ("POA") is subject to the Declaration of Restrictive Covenants of Fairfield Mountains first recorded in the Rutherford County Registry of Deeds in Deed Book 388, Page 404, and as amended (hereinafter referred to as the "Declaration of Covenants and Restrictions"); and

WHEREAS, it is the desire of the Board of Directors of the POA to establish effective control, administration and to promote the uniform understanding of policies, procedures, and guidelines for the POA Member Marina ("Marina").

NOW, THEREFORE, BE IT RESOLVED that the POA does hereby adopt the following procedures and policies:

### **Eligibility and Terms**

1 - The lease of a boat slip in the Marina is limited to a Primary Member, as defined by the Primary Member Designation Policy (Primary Member) who is in good standing with the POA, owns a boat, or leases a boat through an established financial institution, for his or her own personal use, and continues such use in good faith throughout the term of the lease (hereinafter referred to as "Lessee"). The use of a boat slip is contingent upon availability, payment of dues and fees and adherence to the POA Declaration of Covenants and Restrictions, all Policies, Procedures and guidelines.

2 - The term of the boat slip lease is for one (1) year from January 1 through December 31. This term will be automatically renewed annually, for one (1) year, as long as the Lessee remains in compliance with the Declaration of Covenants and Restrictions, Policies and Procedures, and specifically with this Policy. The lease fee will be set annually by the Board of Directors, and is due in January of each year. If payment of the lease fee is not received prior to January 31<sup>st</sup>, the Chief Executive, or their designee, will have the right to remove Lessee's boat from the slip, at the Lessee's expense and to lease such slip to the next eligible Primary Member who is on the Boat Slip Waiting List.

3 - A registration form will be sent to the Lessee each year, which must be completed, signed by the Lessee, and returned to the POA. Along with the registration form the lessee will provide to the POA a copy of their valid state watercraft registration, and a copy of an insurance certificate showing liability insurance coverage. The state watercraft registration and liability insurance certificate must be in the name of the lessee. The completed registration form and supporting documents must be returned to the POA no later than March 31st of each year. If the completed registration form is not received, the Chief Executive, or their designee, will have the right to remove Lessee's boat from the slip, at the Lessee's expense and to lease such slip to the next eligible Primary Member who is on the Boat Slip Waiting List.

4 - A Lessee may not make any changes to any slip or dock area, including, but not limited to, storage bins, hooks, carpeting or bumpers. The use of standard marina bumpers hanging over the sides, bow and stern of the boat is required. At no time will tires, jugs or any other item be acceptable to use as an alternative to bumpers.

5 - Boats must be adequately secured while in a slip. This includes, but is not limited to:

- A. Properly tying boat to the cleats provided on the docks. This includes, but is not limited to, the installation and use of a spring line on the boat.
- B. Use of marine-grade nylon line, with a minimum diameter of 3/8 inch, to secure the boat to the dock.
- C. Properly securing boat covers and canopies to prevent damage from wind, water and/or rain (unless equipped with a winter canopy).

6 - Boats must be adequately maintained while in a slip. This includes, but is not limited to, the minimum standards of condition listed below:

- A. No torn, ragged and faded upholstery, covers or canopies.
- B. All surface areas to be properly maintained, mold and mildew free.
- C. All railings, structural and mechanical components to be in good repair.
- D. No trash or other debris left in the boat.

7 - The right of a Lessee to the use of a boat slip will cease when one of the following occurs:

- A. The death of the Lessee; or
- B. The Lessee is no longer a member in good standing with the POA; or
- C. The Lessee becomes delinquent in the payment of any dues, fees (including the Lease Fee), assessments, or other monetary amount owed to the POA; or
- D. Any violation of this Policy.

8 – Any damage to the slip, docks or other property of the POA, caused by the Lessee, their partner, or anyone using the boat of the Lessee, whether willful, negligent or otherwise, is the responsibility of the Lessee. The Chief Executive or their designee has the right to bill the Lessee the cost of repairing or replacing the damage.

9 - The Lessee may take on an additional partner(s). The partner(s) must be a Primary Member, must submit to the Chief Executive or their designee a Registration Form provided by the POA, and place their name on the Boat Slip Waiting List. Should the Lessee relinquish ownership in their boat or is no longer a Primary Member, the partner(s) must give up the slip until such time their name becomes number one (1) on the Boat Slip Waiting List. Should the partner(s) name become number one (1) on the Boat Slip Waiting List, while still a partner with the Lessee, the partner(s) must decide whether to take their own slip, or become a co-Lessee in the slip they currently lease. If the partner(s) choose to become a co-Lessee, both will be designated as the Lessee and complete the appropriate POA registration documents. One Lessee must designate with the POA who is responsible for paying the annual lease fee.

10 - A boat slip may not be subleased by a Lessee.

### **Boat Slip Waiting List**

1 - Due to the demand for boat slips, the POA has established a Boat Slip Waiting List to assist in the administration and assigning of boat slips. Any Primary Member who desires a boat slip must have their name placed on the Boat Slip Waiting List by completing and returning the registration form, provided by the POA, along with a refundable deposit to the Chief Executive or their designee. The deposit amount will be set annually by the Board of Directors. Said

deposit will be refunded to the Primary Member for any reason, upon written request being received by the POA through the Chief Executive or their designee. The refund of the deposit will result in the Primary Member being removed from the Boat Slip Waiting List. If the Primary Member decides to lease a slip, the deposit will be applied to the current years lease fee.

2 - When a boat slip becomes available, the Chief Executive or their designee will contact the Primary Member who is next on the Boat Slip Waiting List. The Primary Member has three options:

- A. They may elect to take the slip and will pay the appropriate lease fee (Note: The refundable deposit will be applied to the current year lease fee.); or
- B. They may decline the slip and have their name placed at the bottom of the list at no additional cost; or
- C. They may request their name be passed over for that calendar year and that they retain their position on the list for the following calendar year and be charged a non-refundable administrative fee as set by the POA Board of Directors.

3 - In the case where the Primary Member above selected option 2 or 3, the Chief Executive or their designee would move to the next name on the list and repeat the process until all vacancies are filled.

4 – In the case where option 1 under **Boat Slip Waiting List** is selected, the Primary Member has 6 months from the date they are notified and assigned a boat slip to place a boat in the slip. If 6 months should pass and a boat is not placed in the slip, the Primary Member will be notified that the slip is no longer available and they will be placed back on the Boat Slip Waiting List in the order they were when the slip came available to them. The boat slip fee will be prorated from the time the slip was assigned and the remainder will be refunded to the Primary Member. The next person on the Boat Slip Waiting List will then be offered the slip. Any exceptions to this provision must be requested of and receive approval from the Board of Directors.

## **Miscellaneous**

1 - From time to time the Town of Lake Lure will lower the lake. Typically this occurs between the months of December and March. During this time if work is being performed on or around the docks, all boats must be removed from the Marina. The Lessee will be provided as much notice as possible if they have to remove their boat. The Lessee is responsible for removing their boat and making accommodations for its storage until such time the Town of Lake Lure approves placing boats back into the lake. If no work is being performed on or around the docks boats will be allowed to stay in their assigned slip. The Lessee has the sole responsibility when it comes to ensuring their boat will not be damaged when the lake is being lowered. Any damage caused to the dock by a boat left in the slip while the lake is lowered will be the responsibility of the Lessee.

2 - Boat trailers are only allowed to be parked in designated areas. These areas currently include the Boat/Trailer/RV Storage Lot. The POA may designate additional space as the need necessitates. At no time will boat trailers be allowed to park in the Spa and Fitness Center/Marina, Troutstream Complex or other unspecified parking areas.

3 - With the growing popularity of electric watercraft and the lack of electric metering on each dock, an additional surcharge may be set on an annual basis by the Board of Directors for all owners of electric boats. This surcharge would help defray the electricity costs incurred by the POA.

4 - If a violation of this Policy is found, the Lessee will be notified in writing of the violation and the corrective action that must be taken to remedy the violation. Contact must be verified with the Lessee via telephone, US Postal Service or email. The Lessee will be given at least fifteen (15) days to correct the violation, unless it is determined by the POA that the violation must be addressed immediately due to the potential of personal injury, environmental, or property damage. If the violation is not corrected within the time provided, the POA will begin assessing a fine of one hundred dollars (\$100) per day, per occurrence. The POA, at its discretion, may purchase at the Lessee's expense, any equipment necessary to remedy the violation, in order to protect the safety or property of others or to protect its property.

5 - Any disputes arising from a violation must be submitted in writing to the Chief Executive or their designee within thirty (30) days of a violation being levied. This appeal will be presented to the Board of Directors at their next regularly scheduled meeting. The Lessee will be provided time at this meeting to appeal the violation. Fines may be appealed to the POA Board of Directors within fourteen (14) days. The POA Board shall have the right to uphold the fine, reduce the amount of the fine, or retract the fine. Appeal of the decision of the POA shall be made within fourteen (14) days to either the District or Superior Courts of the General Court of Justice, Civil Division, Twenty-Ninth Judicial District, of the State of North Carolina.

6 - The POA Board of Directors reserves the right at any time, and from time to time, to change, amend, or delete any portion of this Policy, or to abandon such Policy when in its judgment the best interests of the property owners of the POA would be best served thereby.

7 - In the event any provision of this Policy is invalid or illegal for any reason, the invalidity or illegality shall not affect the remaining parts of the Policy, but the Policy shall be construed and enforced as if the invalid or illegal provision had never been inserted, and the Board of Directors shall have the opportunity to correct and remedy the invalidity or illegality by revising this Policy.

8- This Marina Policy shall supersede all prior Marina Policies and shall become effective January 1, 2011.

Amended by the Board of Directors on October 25, 2010