

ROSE PARK HOMEOWNER ASSOCIATION

DOCK RULES AND REGULATIONS

Definitions:

Board- shall mean the duly elected Board of Directors of the Rosepark Homeowners Association.

Owner- Means and refers to the record owner, whether one or more persons or entities. (Declaration Article 1.1)

Member- same as **Owner**. (Declaration Article 1.1)

Rosepark HOA or BOA- shall mean the Rosepark Homeowners Association

Townhome owner- same as **Owner**. (Declaration 1.1)

Immediate Family - is a defined group of relations, used in rules or laws to determine which members of an **Owner's family** are affected by those rules. **Shall** mean and be limited only to an **Owner's Spouse, Brother, Sister, Son, and Daughter**.

Declaration- shall mean the **Declaration** as amended on March 13, 1997 and on file in the office of the Ontario County Clerk at Liber 1002, Page 256 of the Book of Deeds.

All other definitions shall be those that appear in the amended Declaration set forth above. (Declaration Article 1.1)

1. The docks are exclusively for the use of Rosepark **Owners** and their guests. (Declaration Article 2.1 (v). In the case of a unit owned by a corporation or trust, the Board will interpret the **Owner** to be the current permanent resident/spouse.
2. It is recommended that guests be accompanied by a Rosepark **Owner** at all times.
3. Children must wear personal flotation devices and be accompanied by an adult at all times.
4. No smoking or open flame of any kind, including fireworks or sparklers is permitted on the docks.
5. No glass containers are permitted on the docks except for glass containers being transported in coolers.
6. Fueling boats from the dock system is strictly forbidden. New York State law forbids fueling from containers at dockside.
7. No gas containers may be left on the docks.
8. Permanent storage of equipment of any kind on the docks is not permitted.
9. All watercraft must be properly moored and secure. Owners shall provide adequate dock lines and maintain equipment in good working order at all times. In the event of an emergency in the **Owner's** absence, the Dock Master is authorized to take action to mitigate the emergency. In no way will the Dock Master, Board of Directors or the Rosepark HOA be held responsible for consequences resulting from such emergency action or the lack of such action.
10. No diving or jumping off the docks or boardwalk is permitted. Swimming under the docks is not permitted.
11. The guest of an **Owner** may tie up to one of the three (3) guest spots for up to twenty-four (24) hours without prior notification.
12. An **Owner** must request permission for a guest to tie up for a period not to exceed seven (7) days. Requests must be made directly to the Property Manager.
13. Except for the three (3) guest spots, each slip is regarded as **Restricted Common Area** to be used only by the **Owner** to whom such slip is assigned. (Declaration Article 2.3)

14. Only boats registered in the name of the **Owner**, or a family member permanently residing in the same residence, may moor a boat in the Restricted Slip assigned to that residence.

Designation of Restricted Slips and Unrestricted Slips and the Association's Right to Lease Certain Slips. Of the 69 boat slips located or to be located at the Docks, 52 boat slips shall be designated by the Board of Directors as Restricted Common Areas (the "**Restricted Slips**"), each individual boat slip being a Restricted Common Area for the benefit of the Lot for which it is designated.

The remaining seventeen boat slips (the "**Unrestricted Slips**"), if installed, shall be disposed of by the Association in such manner as the Board of Directors in its sole discretion shall determine; provided, however, that the Unrestricted Slips may only be used by Members of the Association. Should the Owner of a Lot elect not to use his Restricted Slip, the Board of Directors shall have the irrevocable right to lease said Owner's Restricted Slip. Such an election may be made by a Lot Owner providing written notice to the Board of Directors prior to the commencement of the boating season, as determined by the date of which the movable portions of the Docks are placed in position in Canandaigua Lake. Upon such election and when and if the Board of Directors is able to find a lessee of the Owner's Restricted Slip, said Owner shall be relieved of those Assessments regarding the repair, maintenance and operation of the Docks which he would have been responsible for paying during the term of the lease to that Owner who utilizes the Restricted Slip. Payment of the Assessments for the Docks while a Restricted Slip is leased as set forth in this Section 2.3 shall be the responsibility of the Owner who leases the Restricted Slip and not of the Lot Owner who has elected to have the Board of Directors lease his Restricted Slip; only, however, when the Board of Directors is able to lease said Restricted Slip.

Lottery System for Leasing Boat Slips to Members. If (i) the number of Owners electing not to use their Restricted Slips is greater than the number of Owners seeking a second slip in addition to their existing Restricted Slips, or (ii) the number of Owners seeking a second slip in addition to their existing Restricted Slip is greater than the number of Owners electing not to use their Restricted Slips. The Board of Directors shall employ a lottery system (the "**Lottery**") to determine, in the circumstances set forth in the preceding clause (i), which such Owners' Restricted Slips shall be leased, or, in the event of the circumstances set forth in preceding clause (ii), which such Owners shall be entitled to lease an additional Restricted Slip. The terms and conditions of the Lottery shall be determined in the sole discretion of the Board of Directors.

Restricted Slip Leases. A lease for a Restricted Slip shall be in writing, shall be for a minimum term of one year, shall contain a clause obligating the lessee to be responsible for 100 percent of the Annual and Special Assessments associated with use of the Restricted Slip, and shall contain such other terms and conditions as the Board of Directors shall determine.

- 14a. With reference to item 14 above, immediate family members (see definitions) may have access to a Restricted slip through the execution of a Lease Agreement between the family member boat owner and the family related **Owner** whereby the boat is leased to the family related **Owner** who resides at Rosepark. Said lease, proof of insurance (see insurance requirements), and current boat registration shall be submitted to and acknowledged by Crofton Perdue Associates before any occupancy or use of the Restricted Slip is commenced. The **Owner** will be fully responsible for compliance with all dock rules and regulations and all associated fees and assessments during the full term of the lease.
15. Each **Owner** who leases a slip is responsible for notifying the leasee of the Rosepark Dock Rules and Regulations currently in effect. Noncompliance of said rules and regulations may result in the revocation of the lease by the Board.
16. Every **Owner** who moors a watercraft of any kind shall furnish to the Property Manager a photocopy of their watercraft registration each time said watercraft is reregistered by the State on New York. **Owners** of non-registered watercraft must present a photocopy of proof of ownership.
17. The owner of each registered watercraft must provide to the Property Manager, proof of insurance providing a minimum of \$300,000 dollars of liability coverage.
18. **Owners** shall be responsible for damage to the docks caused by improper mooring or operation of their vessel.
19. Modifications to the docks, floats or pilings shall not be permitted except as approved in writing by the Board.
20. Any vessel moored at the Rosepark docks immediately comes under the jurisdiction of these rules. All unauthorized vessels are subject to being towed without notice at the owner's expense.
21. The length of a boat may not exceed 25 feet based on New York State Registration.
22. Each assigned slip shall not occupy more than their assigned space with boat and hoist. (Eg: In a 22 ft. space, each slip is allotted 11 feet.)
23. Canopies are not allowed on boat hoists. Side-by-side slip clearance is not large enough to allow for canopies on adjacent hoists, and canopies would infringe on the view of the lake.
24. The Board requires a boat hoist for all motorized boats. Hoists are also required for all non-motorized boats longer than 21 feet in order to minimize wear on the docks.

25. Any violator of these rules is subject to fine or suspension of slip privileges at the discretion of the Board. All disciplinary action must be approved by a majority vote of the Board. (Bylaws, Article 3.1) (Declaration, Article 8.7)

Adopted by the Board of Directors on May 18th 2012.

Retyped on February 12, 2019 added page numbers.

Removed the last two sentences in line item 22 for number 24 inserted by Board approval on August 23, 2018.

Added item 14a and defined Immediate Family.

Changed item 17 from \$100,000 dollars to \$300,000 dollars.

Adopted by the Board of Directors on February 22, 2019.