

ROCKY RIDGE LETTERHEAD]

[DATE]

Dear Rocky Ridge Unit Owner:

Enclosed you will find the documentation for: (a) an application for the allocation (during the summer of 2020) of a buoy in the buoy field at the end of the Rocky Ridge pier; and (b) an application for the allocation (during the summer of 2020) of a spot on the kayak racks at the Rocky Ridge beach. Note that although the buoy and kayak rack spot applications are being distributed together in this single mailing, the buoy and kayak applications (and allocations) will be handled separately and independently.

If an Owner desires to apply for either a buoy or a kayak rack spot for the summer of 2020, the Owner should submit to William "Yates" Bauder, the property manager, the following package by April __, 2020:

The Required Package For Buoy Applications:

- (1) The completed and signed buoy application in the form enclosed.
- (2) A check made payable to the Rocky Ridge Properties Owners Association for \$1,450 (which sum represents the costs – including a share of the costs of pier attendants - which the board of directors has determined are fairly allocable to making each buoy available to the Owners).
- (3) A copy of your boat registration (if you submitted a copy of the registration last year and it has not changed, you need not re-submit this item).
- (4) Evidence (e.g., a certificate from your insurer) that you have in force, through at least October 15, 2020, liability insurance in the amount of \$1,000,000 (or \$500,000 and an umbrella policy which would kick in for the first loss dollar thereafter and which provides coverage for at least \$500,000).
- (5) Evidence (e.g., a certificate from your insurer) that you have property damage insurance covering your boat for at least \$25,000.

The Required Package For Kayak Rack Spot Applications:

- (1) The completed and signed kayak rack spot application in the form attached. Please be sure to indicate the number of spots for which you are applying (each Owner may apply for no more than 2 kayak rack spots). Note that no Owner shall be allocated a second spot unless and until all other applicant Owners have received an allocated kayak rack spot.
- (2) A check for \$50 for each spot for which you are applying (which sum represents the costs which the board of directors has determined are fairly allocable to making each kayak rack spot available to the Owners).

Returned applications must be postmarked no later than April __, 2020; tardily submitted applications only will be considered if there continue to be excess buoys or kayak rack spots after all allocations

made on account of timely submitted applications. If the timely submitted applications exceed the supply of buoys or kayak rack spots, then a lottery will be used to allocate the buoys or kayak rack spots (as applicable). The lottery will be held on April _____, 2020 at the Rocky Ridge office. Please call me at 530-583-1736 if you would like to attend.

If you apply for a buoy or kayak rack spot and you are not successful in receiving an allocation of the same, then the amounts paid by you in connection with the application shall be returned to you promptly (the only exception being if you apply for 2 kayak rack spots and receive an allocation of only one kayak rack spot; in such case, we shall return to you only the \$50 paid for the unallocated spot)

If you have any questions I can be reached at 530-583-1736 or rrpoa@sbcglobal.net.

Sincerely,

William A. Bauder
Project Manager

Rocky Ridge
Buoy Application
2020 Summer Season

The undersigned Owner of a unit at Rocky Ridge submits this application for allocation, during the summer of 2020, of a buoy within the buoy field at the end of the Rocky Ridge pier. Each Owner may apply for no more than 1 buoy.

The Owner represents that all of the information provided by the Owner in this Application is accurate. Each Owner, should it be allocated a buoy, further agrees that:

(a) it shall reimburse the Association (in the manner specified by the property manager) the amount of \$1,450 (which amount represents the allocable share of the costs incurred by the Association in connection with providing the buoys);

(b) it shall use any allocated buoy solely for its own boat identified in this application;

(c) it shall not permit other persons (e.g., tenants) to use the Owner's buoy;

(d) it shall use its buoy only in accordance with the rules adopted by the Rocky Ridge Properties Owners Association (which may be found on the Association's web site - see the "Governing Documents" tab on the "Owner's" page); and

(e) it shall obtain, and provide confirming evidence to the Association (in the manner specified by the Association's property manager), the following insurance coverages: (1) liability insurance in the amount of \$1,000,000 (or \$500,000 and an umbrella policy which would kick in for the first loss dollar thereafter and which provides coverage for at least \$500,000); and (2) property damage insurance in the amount of \$25,000. The liability insurance shall include the Association as an additional insured.

The Owner acknowledges that boats, trailers, and jet skis are only permitted on the upper portion of the project for short periods to facilitate loading and unloading. The Owner agrees to coordinate with William "Yates" Bauder if the Owner desires to store a trailer in the maintenance yard at the bottom of the Rocky Ridge hill.

Use of the buoys shall be subject to such further regulations as the board or the property manager may establish from time to time in its or their discretion.

By submission of this application, the undersigned applicant further acknowledges and agrees that:

(a) The use of a boat in or around the Rocky Ridge pier or waterfront involves various risks and dangers (including without limitation strong currents, rough waves, and/or potential traffic with other motor boats, jet skis or other users of the pier, such as swimmers), and the Owner assumes completely all such risks. The Owner shall indemnify, protect, defend and hold harmless the Association, its board of directors, its employees, property manager, agents and other representatives, and each of the other Owners of units at Rocky Ridge (collectively, the "Released Parties"), from any loss, claim, damage, cost, obligation or liability arising out of (a) use of a buoy by the Owner or its permittees, (b) the use of any boat, equipment or other items in connection with the buoy, or (b) any other use by Owner or its permittees of the Rocky Ridge pier or waterfront.

The Owner further releases and discharges the Released Parties from any and all such losses, claims, damages, costs, obligations or liabilities.

(b) The Owner agrees that the Released Parties shall not have any responsibility or liability: (i) for the safety of the buoys or any boat or other equipment stored at the boat; (ii) for maintaining the condition of, or for access to, the buoy allocated to an Owner; (iii) for monitoring or maintaining the buoys, or for monitoring or maintaining security for equipment or other items within the Owner's boat (it being understood that the buoys and the boats will not be monitored, and that the Owner assumes all risk arising out of use or loss or theft of equipment); or (iv) for any inconvenience, loss or damage which an Owner or its boat may suffer in connection with the Owner's use of the buoy.

(c) The Owner shall remove its boat from the buoy by October 15, 2020. The Owner shall be liable for the greater of (a) \$100 and (b) any costs incurred by the Association (including removal or storage charges, as determined by the property manager) should the Owner fail to so remove its boat.

Signature of Owner: _____

Name of Owner: _____

No. of Unit Owned at Rocky Ridge: _____

Home Address: _____

Phone Number: _____

Email Address: _____

Name of Boat: _____

Color of Boat: _____

Registration #: _____

Insurer: _____

License number on boat trailer, if any: _____

Rocky Ridge
Kayak Rack Application
2020 Summer Season

The undersigned Owner of a unit at Rocky Ridge submits this application for allocation, during the summer of 2020, of a spot within the kayak racks at the Rocky Ridge Beach. Each Owner may apply for no more than 2 spots per unit owned at Rocky Ridge.

Each Owner allocated a spot within the kayak racks may store a kayak, paddle board or similar or related equipment within the spot allocated to the Owner during the period from May 15, 2020 to October 15, 2020, so long as such storage does not unreasonably interfere with the reasonable use by other Owners of their allocated spots.

Each Owner allocated a kayak rack spot agrees to reimburse the Association (in the manner specified by the property manager) the amount of \$50 per kayak rack spot allocated to the Owner (which amount represents the allocable share of the costs incurred by the Association in connection with providing the kayak racks).

The allocations of kayak spots otherwise shall be made by the Association in accordance with the rules of the Association. Use of the kayak rack spots shall be subject to such further regulations as the board or the property manager may establish from time to time in its or their discretion.

By submission of this application, the undersigned applicant further acknowledges and agrees that:

(a) The use of kayaks, paddle boards or similar or related equipment in or around the Rocky Ridge pier or waterfront involves various risks and dangers (including without limitation strong currents, rough waves, potential traffic with motor boats or jet skis, and/or difficulty and danger in transporting equipment to and from the racks and the Lake), and the Owner assumes completely all such risks. The Owner shall indemnify, protect, defend and hold harmless the Association, its board of directors, its employees, property manager, agents and other representatives, and each of the other Owners of units at Rocky Ridge (collectively, the "Released Parties"), from any loss, claim, damage, cost, obligation or liability arising out of (1) use of the kayak racks by the Owner or its permittees, (2) the use of any equipment or other items stored at the kayak racks, or (3) any other use by Owner or its permittees of the Rocky Ridge pier or waterfront. The Owner further releases and discharges the Released Parties from any and all such losses, claims, damages, costs, obligations or liabilities arising out of use or misuse of the kayak rack spots or any kayaks, paddle boards or similar equipment used in connection with the kayak racks.

(b) The Owner agrees that the Released Parties shall not have any responsibility or liability: (1) for the safety of the kayak racks or any stored equipment; (2) for maintaining the condition of, or for access to, the kayak racks or any spots within the kayak racks allocated to an Owner; (3) for monitoring or maintaining the kayak racks, or for monitoring or maintaining security for equipment at the kayak racks (it being understood that the kayak racks will not be monitored, and that the Owner assumes all risk arising out of use or loss or theft of equipment); or (4) for any inconvenience, loss or damage which an Owner or its equipment may suffer in connection with the Owner's use of the kayak racks.

(c) The Owner shall remove all equipment from the kayak racks by October 15, 2020. The Owner shall be liable for the greater of (1) \$100 per kayak spot and (2) any costs incurred by the Association (including removal or storage charges, as determined by the property manager) should the Owner fail to so remove its equipment.

Signature of Owner: _____
Name of Owner: _____
No. of Unit Owned at Rocky Ridge: _____

of rack spots desired (check #): _____ One _____ Two

Home Address: _____

Phone Number: _____

Email Address: _____