

Appendix B Marina Rules and Regulations

HISTORICAL NOTE

The Marina was purchased from the developer on July 27, 1996 by the Crosswinds Community Homeowners, Inc. (CCHI). The financing for the purchase was accomplished by having the Marina renters each contribute to the contract price of \$125,000 plus expenses. That methodology was chosen for several reasons:

- 1.) To save CCHI initial financing costs and long term interest.
- 2.) Not all of the CCHI owners agreed to contribute to the purchase.
- 3.) Some of the slips were retained by the developer to coincide with his future lot sales.
- 4.) Several of the slips were vacant and unused.

As a concession to the individual Crosswinds contributors, each was granted certain "Transfer Rights" found in paragraph I.B.2). No fee ownership was granted to the contributors, and title to the Marina remains in the CCHI.

I. BOAT SLIPS AND BOAT LIFTS

- A. Any Member of Crosswinds Community Homeowners Inc. ("Association") shall be entitled to purchase an entitlement to one (1) boat slip in the Marina or have access to a designated dock area (Chautauqua Lake Common Dock) provided by the Association for a boat lift upon such terms and conditions as are contained herein:
- 1.) A member or Association member is any person or entity who owns a lot at Crosswinds. A member owning more than one lot shall be entitled to purchase an entitlement to one (1) such boat slip for each such lot owned, subject to the terms and conditions contained herein.
 - 2.) Members shall not own slips.
 - 3.) Members may purchase a slip entitlement per terms and conditions noted herein.
 - 4.) Members in good standing who have purchased an entitlement and have been assigned a boat slip or boat lift location and pay all fees or dues associated therewith shall have a limited continued right to that same slip or location.
 - 5.) Members who have purchased an entitlement shall be referred to hereafter as an Entitlement Member ("EM").
 - 6.) As of July 1, 2017, the required fee to purchase a slip entitlement is \$6,150 ("Entitlement Fee"). The Board shall have the discretion, but not the obligation, to increase the amount of the Entitlement Fee from time to time and, in any such event, each EM will pay to the Association the amount of such increase upon receipt of notice thereof from the Association.
 - 7.) Only EM's may serve on the Marina Committee.

B. Member Boat Slip Entitlements:

- 1.) Any EM purchasing an entitlement, and any existing EM wishing to change their slip designation, shall have priority based on point system in selecting slips from those slips available, as described below.
- 2.) Original Marina purchase contributors who became EM's prior to April 19, 1997 have a one-time right to assign their specific slip to the new purchaser. These individuals as of July 1, 2017 are: Katz, Oliverio, Ricketts, Markowitz, Steele, Bohl, Karklin, Taylor, Crossingham, Abelson, Swanson, and Kelly (lot 3 home).
- 3.a.) Upon an EM's sale of an EM's lot (improved or unimproved), who was not an original EM identified in B.2.) above, the EM may assign such EM's right to a slip (not necessarily the slip which the EM is presently occupying) to the new purchaser. The EM will notify the Association in writing of the assignment at the time of sale. Such written assignment shall state that the EM is also assigning to the new purchaser the EM's Entitlement Fee. Upon the closing of such sale, the purchaser shall be deemed to have purchased an entitlement hereunder and shall be treated as an EM. The Marina Committee shall determine using the point system which slip the new owner may use as a result of said assignment.
- 3.b.) Should an EM in good standing not include such EM's rights to lease a Marina slip with the sale of said EM's lot or if said slip is otherwise not purchased by the EM's lot purchaser, the EM shall offer said slip back to the Association in writing, specifying the date that the EM's lot shall close.
 - i.) The Association shall repay to the EM such EM's Entitlement Fee, without interest, within 60 days after a new EM buys an entitlement hereunder, or at such earlier time as the Board may determine in its sole discretion.
 - ii.) If more than one former EM is entitled to a return of their Entitlement Fee under these Rules (including under this paragraph 3.b. and under I.B.7 below) when such new EM buys an entitlement, payment shall first be made in the order that such former EM's surrendered their slips.
 - iii.) From the date the EM closes the sale of the EM's lot, such EM shall relinquish all rights, claims and interest to the slip for all purposes whatsoever to the Association.
- 4.) The Association shall have the right to deduct and offset, from the amounts owed to an EM hereunder, an amount equal to any liabilities of such EM to the Association, whether for user or other fees required to be paid by such EM hereunder, Association fees or dues owed by such EM, or otherwise.
- 5.) An EM may assign the EM's specific boat slip to any relative of the following relationship: child, parent, grandchild, siblings, children of siblings, aunt, uncle or cousin, or a trust or corporation the beneficiaries or stockholders of which are composed entirely of such relatives (herein designated as relatives, etc.), where an EM is also transferring fee simple title of the EM's lot to said relative, etc. without regard to the priority point system described herein. Such assignment shall not be deemed as a sale described herein. Such relative, etc. in a subsequent sale or transfer shall continue to have all the original points of the member, together with those points

accumulated by reason of the relative's ownership and, if applicable, the status of an original EM as set forth in Section I.B.2 above.

- 6.) Any member of the Association who does not purchase an entitlement to a boat slip shall have priority over non-members to rent any available boat slip from the Association for a fee determined by the Association's Board. For this purpose, non-EM members shall have priority among themselves based upon the date of such member's lot acquisition, but no priority under the point system.
- 7.) Where an EM wishes to surrender the EM's boat slip without selling the EM's lot at Crosswinds:
 - i.) The Association shall have no obligation to return the EM's Entitlement Fee for the slip unless another member purchases an entitlement to a slip and pays the required Entitlement Fee. If more than one EM has surrendered a slip and is awaiting the return of their Entitlement Fees, such payments will be made in the order in which the slips were surrendered.
 - ii.) Where an EM surrenders the EM's boat slip to the Association, which surrender must be in writing, and such surrender is accepted by the Association Board, the EM who surrenders such slip shall:
 - a.) Cease being liable for any future annual rent due to the Association after such surrender, beginning the rental season following such surrender.
 - b.) Shall give up all right, claim and interest in said slip including any point accumulation.
 - iii.) If pending a return of a former EM's Entitlement Fee after surrender of the slip, the EM sells the lot, then paragraph 3.b.ii. shall apply.
- 8.) POINTS:
 - a.) For members desiring available boat slips and boat lift locations or in the event of a controversy between EM's desiring the same slip or lift location, priority for the entitlement to the available boat slip or boat lift location shall be determined on a point system as follows:

As of January 1, 2017, the following members have accumulated the following points:
See attached Schedule A
 - b.) After January 1, 2017:
 - 1.) Each member shall receive one-half (1/2) point for each calendar year during which such member has owned a vacant lot at Crosswinds, except for the year in which a building permit was issued for such lot.
 - 2.) Each member shall receive one (1) point for each calendar year, beginning with the year during which the building permit was issued and that a residence has been constructed on the lot of such member.

- 3.) Each member shall receive one (1) point for each calendar year during which such member was an EM of the Marina, having contributed the required Entitlement Fee and paid the required user fees relating thereto.
- c.) The member with the highest accumulation of points shall have the priority in selecting a slip in the Marina or designated lift location as they become available, except as otherwise provided herein.
- d.) For slips that become available after October 1, the existing slip holders that have already had a slip assigned, will place their bid for the available slip. On May 15 the slips will be assigned in accordance with the point system for those people who have assigned slips. Slips left unassigned may be bid on by new purchasers or by those who purchase slip rights with a lot.
- e.) Where two EM's bidding for the same slip are of equal status and hold the same number of points, the EM with the earlier closing date for the purchase of their lot shall have preference.
- f.) For slips that become available after May 15, and prior to October 1, a bidding process will occur by posting the availability of the slip for two weeks in the Gazebo or by electronic notification. EM's may then bid and based on the point system, slips would be rearranged accordingly. After the slips have been rearranged, the slips then would become available for the next in line for those who have purchased slips and are on the waiting list.
- g.) The Marina Committee shall establish and maintain the master list of point accumulation and shall settle any controversies pertaining thereto, and shall publish a master list annually.
- h.) A member owning more than one lot shall accrue points separately as to each such lot in the manner set forth above.
- i.) The Marina Committee shall settle all disputes, regarding all rentals or assigning of all slips and boat lifts or Marina usage.

C.) Rental Fees/User Fees, Budget:

The Marina Committee will recommend annual user fees for EM's and rental fees for members and non-member usage of the Marina slips and any additional slips provided on the lake dock. The Association Board shall set such user fees and rental fees each year. Rates will be set by the annual meeting date with funds due at the same time other Association fees may be due and payable. The user fees and rental fees may be used to pay operating and maintenance expenses and capital improvement costs and to return Entitlement Fees. Such fees shall be in addition to any per lot assessment for such items that is paid by all lot owners. Any fees that are not used to pay for such expenses during a year will be retained by the Association and may be applied to future Marina expenses or the return of Entitlement Fees, in the Board's discretion. The Association shall collect the fees herein and deposit same in the appropriate Association operating or capital account.

The Marina Committee will recommend to the Association Board an annual budget for expected regular maintenance items and a proposed list of capital projects, and the Board will approve or modify the budget and list of projects in its discretion. The Committee will then operate the

Marina in accordance with the approved budget and list of projects, and any significant deviations there from must be approved by the Board (except in the case of an emergency).

D.) Rental and Third party Use of Slips:

- 1.) If an EM desires to rent or allow the use of the assigned slip to a third party for any period of time, such rental or use must be approved by the Marina Committee.
- 2.) An EM who desires to rent, must give written notice to the Marina Committee 15 days prior to such rental. The EM may rent the slip to anyone of the EM's choosing, except that if a member has informed the Committee of a desire to rent and such member's boat is appropriate for the EM's slip, such member will be given preference. The full terms and conditions of any such rental must comply herewith and be approved by the Marina Committee. The exact rental fee for members and non-members will be recommended annually by the Marina Committee and determined by the Board. No rental shall be approved for less than a 30-day period.
- 3.) The rental fee shall be paid to the Association. The EM of the rented slip will have the EM's annual EM user fee offset by the rental amount fee collected for that year. Any rental fee collected in excess of the EM's annual fee shall belong to the Association.
- 4.) If there is more than one slip available for rent, a renter will be given the choice of available slips. The Marina Committee will evaluate the choice of the slip to assure that the slip location and size is compatible with the boat size. The Marina Committee may give priority to slips that are available for rent from the Association (i.e., not designated for use by any EM).
- 5.) If there are several applicants for one slip, Association members shall be given preference over non-members and amongst members based on the which member had the earliest closing on the purchase of their lot. Previous nonmember renters will be given preference based on the number of years rented. New non-member applicants will be considered based on date of application.
- 6.) Renters do not accumulate any Marina points.
- 7.) EM's may move to unused slips at any time during the season if the EM obtains permission of the assigned EM of the slip and the consent of the Marina Committee, or if said slip is unassigned, the consent of the Marina Committee.

II. BOAT LAUNCHING & CIRCULAR DRIVE:

- A.) Any member using the Marina ramp shall do so in a safe and orderly fashion.
- B.) A member may permit a guest to launch a guest's boat from said ramp, provided however, that such member shall be responsible for any damage or negligence by such guest to the Association. The member must issue a written consent to the member's guest, who must present the same upon request. The ramp shall be used solely for boat or other watercraft launching purpose or Marina events only. No boat maintenance shall be performed on the ramp, and no bicycles, roller blades, skateboards or skates or non-aquatic vehicle shall use said ramp for any other purpose whatsoever.

- C.) Said drive shall be used only for boat launching purposes and temporary access to the Marina berm, lake dock or gazebo.
- D.) Members and guest shall remove their vehicles from said area to approved parking areas as soon as reasonably practical after boat launching or other authorized use, as stated above. In no event will any vehicle be parked on or near the drive, Marina berm or gazebo area on a long-term or overnight basis.

III. COMMON CHAUTAUQUA LAKE BOAT DOCK

- A.) The Chautauqua Lake Common Dock may be used on an availability basis by members and guest temporarily for ingress and egress to Crosswinds.
- B.) Any boat intended to be moored to said dock overnight must secure the permission of the Marina Committee. Any boat so moored shall be strictly at the owner's risk and liability. No other overnight mooring or docking of boats shall be permitted at the Association's lake dock, except in compliance with the boat lift provisions in Article VIII below.

IV. PERSONAL WATER CRAFT

- A.) Jet Skis are not allowed to operate in the Marina except for launching and ingress and egress purposes.
 - 1.) No jet ski-type vehicle shall be moored in the Marina except temporarily and unobtrusively where member has a slip.
 - 2.) Jet Ski operation and temporary mooring may not impede boat traffic or detract in any way from the original and primary intent of the Marina; boat mooring.
- B.) Jet Skis shall only be moored or docked overnight on offshore buoys or in space for lifts as authorized by the Association and approved by the Marina Committee.
- C.) The Marina Committee may recommend annual rental fees for the use of buoys or space to place lifts or otherwise dock jet ski, subject to Association Board approval.
- D.) The Marina Committee will determine the location of jet ski lifts and buoys.
- E.) No equipment, launching device, lift, buoy or mooring device may be installed without Marina Committee approval.
- F.) Members shall be individually responsible for the purchase and maintenance of, and the installation and removal of, any jet ski lifts or buoys. The Association may arrange for jet ski lift installation or removal at the time that the Association's dock is installed and removed, provided that the member that owns the lift provides the Association with notice of: the member's intent to participate in such installation and removal by the Association by April 15th each year, the member's commitment to pay the fee established by the Board for such service, and sufficient information for the Association or Committee to identify the lift owned by such member, including where and how it is clearly marked as being owned by such member. If the Association has installed and/or removed any jet ski lift and paid the cost thereof, the owner of such lift shall pay the fee therefor within 10 days after receiving the Association's invoice.

- G.) Members may store lifts not in operation in the boat storage lot next to the tennis courts.

V. MARINA BERM

- A.) The shoreline of the Marina berm may be used for the summer storage and the launching of any non-motorized water craft only as designated by the Marina Committee.
- B.) The Marina Committee may require that the owner of such water craft shall notify the Marina Committee of the type and size of such water craft.
- C.) The Marina Committee may designate the area for each craft and further designate the type and design of any acceptable ramp or storage/launching apparatus for such water craft.
- D.) The berm may not be used for the off-season storage of private water craft, lifts or storage/launching apparatus. Where the Association has removed any such item from the Marina berm area, the owner thereof shall pay the fee therefor within 10 days after receiving the Association's invoice.
- E.) Marina Committee may require that its approval is required for any and all watercraft use and storage on the shoreline or berm area.
- F.) The Marina Committee may recommend annual rental fees for the use of the shoreline berm for such water craft, subject to Association board approval.

VI. OFFSHORE BUOYS

- A.) Any member wishing to moor, on a temporary or permanent basis, any non-motorized water craft (other than jet skis, as discussed above) from a buoy or other anchoring apparatus in Lake Chautauqua waters adjacent to the west of Crosswinds, may moor such water craft only in areas designated by the Marina Committee. The member shall be responsible for providing such buoy or anchoring apparatus and for installation, retrieval and maintenance thereof.
- B.) The owner of such water craft shall register such water craft with the Marina Committee.

VII. THE MARINA WATERS

- A.) No swimming shall be allowed in the Marina.
- B.) Climbing on docked boats for fishing purposes is prohibited.
- C.) Marina use shall be limited to members of the Association, guests of members and those who are currently renting a slip from the Association.
- D.) No boat shall be allowed in the Marina that is longer than 23 feet from the tip of the bow to the transom, including any swim platform (excluding the outdrive) or that exceeds 8 1/2 feet across the beam. All boats moored in the Marina as of May 6, 2000, are exempt from this requirement.
- E.) Pontoon Boats or Platform Boats are allowed in the Marina only in specific slips as have been designated by the Marina Committee and only if such water craft do not exceed the dimensions of VII.D) above. Attached as Schedule B is a diagram of the Marina showing the slips that have been designated by the Committee as of May 1, 2017 as being able to

accommodate a Pontoon or Platform Boat. The assignment of such slips shall at all times be governed by the provisions of these Rules, including the Points system discussed above. As such, no EM, Association member or new purchaser of a lot in Crosswinds shall be entitled to use a slip designated for use by a Pontoon Boat or Platform Boat unless such EM, member or purchaser has the right to use that slip pursuant to these Rules.

VIII. BOAT LIFTS

- A.) Boat lifts shall not be permitted in the marina.
- B.) Up to four (4) boat lifts may be permitted at an Association owned and installed dock in the lake immediately to the west of Crosswinds, with the approval of the Marina Committee, only if (i) there are no slips available in the Marina, or (ii) if a member desires to bring a pontoon or platform boat into the Marina but a suitable slip is not then available to such member. Boat lifts shall be placed only in designated assigned areas, after the associated dock and slip have been installed for the season by the Association. Each boat permitted to be stored on a boat lift on the lake dock under these provisions must not exceed the size limitations for the Marina as set forth in VII.D above.
- C.) Members must provide their own boatlift. The Association shall not purchase boat lifts. The owner of the boatlift shall be responsible, at such owner's sole cost and expense, for the installation of such boatlift in the assigned area, and for the removal of such boatlift on or before October 15th of each year. Upon removal, boat lifts shall be stored in the parking area near the tennis courts (or outside of the Crosswinds grounds if the owner so chooses) and shall not be returned to the Marina berm area until the member is ready to install again in the spring. Each boatlift owner will be solely responsible for keeping such boatlift in good operating condition and repair and for ensuring that the boatlift is securely placed and maintained on the lake bottom. The boatlift owner will be responsible for any damage done to the Association's dock or other boats or watercraft by the owner's boatlift or boat.
- D.) All boat lifts must be approved by the Marina Committee who may establish specifications therefore. At a minimum, each lift must be rated to hold a weight that is at equal to ten percent (10%) more than the weight of the boat to be placed on it when fully fueled. Electric power will be not be provided or permitted to service boatlifts. Solar/battery powered lifts are permissible, at the owners sole risk and liability.
- E.) Members whose boats are stored on boat lifts shall pay to the Association an Entitlement Fee. As of July 1, 2017, such Entitlement Fee is \$2,000, and upon payment thereof, such members shall become EM's under these Rules. Such Entitlement Fees will be handled in the same way as is provided in these Rules for Entitlement Fees for slips in the Marina.
- F.) All EM's using slips on the lake dock pursuant to these provisions will pay an annual user fee as recommended by the Committee and established by the Board. Such user fee may be the same as or different from the annual user fee charged to Marina users, in the Board's discretion.
- G.) Under no circumstances will a renter, whether a member or non-member, be permitted to use boatlift in a slip provided on the lake dock in accordance with these provisions.
- H.) When a suitable slip becomes available in the Marina for a boat then using a slip on the lake dock under these provisions, the Marina Committee may discontinue providing such slip on the lake dock and require that such boat be relocated into the available slip in the Marina. In such event, the EM shall pay to the Association an amount necessary to bring the EM's total

Entitlement Fee to the amount set forth in Section I.A.6. above, as the same may be adjusted from time to time.

All other rules herein are applicable to the boat lift slips and members who have had such slips assigned to them.

IX. GENERAL

- A.) No EM or member, or any family member, guest or invitee of an EM or member, may place, moor or store a boat, jet ski or other watercraft in the Marina, Marina berm, or in the lake immediately to the west of Crosswinds, except in compliance with these Rules.
- B.) The use of the Marina, Marina berm, Gazebo, any Association dock and surrounding areas by each EM, member, and any family member and guest of any EM or member, shall be at each such person's own risk and liability.
- C.) Refueling in the Marina or in the lake immediately to the west of Crosswinds must be done using government-approved fuel containers and in a manner that prevents fuel from entering the Marina or lake waters. Each Member shall be liable for any costs related to removal, clean up, or other mitigation of any fuel spilled while attempting to fuel such Member's boat, jet ski or other personal watercraft in the Marina or in the lake to the immediate west of Crosswinds.

As implemented July 4, 1997

As corrected April 24, 1999

As amended May 1, 1999

As amended May 6, 2000 Approved May 2001 - Boat Lifts

Approved May 2004 - Rental Consolidation

As amended May 25, 2013 - Fee Adjustment; Definition of boats permitted in marina.

As revised May 1, 2017 - Numerous Revisions