

Pine Lake Land Owners' Association, Inc. – Boat Slip Rules and Regulations

Pine Lake Land Owners' Association, Inc. (PLLA) is the owner of the Boat Slips as well as the Fishing Pier/Parking Lot on Bluffside Road, Beach, Parkland, Community Hall, and wooded areas. They are private property for use only by PLLA members **ONLY** and is not for public use. A limited amount of Boat Slips are available for lease to PLLA members in good standing, owning a registered and insured motorized watercraft or alternative non-motorized watercraft. The Parkland, Beach, and Boat Slips are protected by a Conservation Easement with the La Porte County Conservation Trust and stated rules must be obeyed... The Grounds Superintendent and PLLA Board oversees these areas. Please contact Grounds Superintendent or Board of Directors for information or concerns. A list of Board of Directors names will be provided.

1. Eligibility to lease a Boat Slip from the Pine Lake Land Owners' Association:

- a. Must be a PLLA member in good standing, current on annual member dues for all properties owned in the PLLA.
- b. Motorized watercraft title/registration and insurance must name the PLLA member.
- c. Motorized watercraft must be covered by full indemnity and liability insurance and must name the PLLA member.

2. Required (MUST be postmarked by May 1):

Mail ALL to: Pine Lake Land Owners' Association
P.O. Box 1394
La Porte, IN 46352

- a. Annual membership dues for all properties owned in PLLA need to be paid in full (by check or money order)
- b. Signed Boat Slip Lease Agreement
- c. Boat Slip fee of \$250.00 USD per side of slip space should be paid in full (by check or money order)
- d. Copy of:
 - i. Motorized watercraft title/registration
 - ii. Property/liability insurance
- e. Photograph of motorized watercraft

3. Rights reserved by the PLLA Board of Directors:

- a. Boat Slip availability is on a first come, first serve basis with preference given to renewals (provided all requirements are met by May 1). Board retains the right to designate Boat Slip assignment. Every effort shall be made to assign Lessee the location of their choice, however, the Bylaws, Conservation Easement, rights of other Lessees, and the Board's judgment shall also be relevant factors in the assignment.
- b. In the event PLLA incurs costs because of an owner, member, or Lessee's bylaws or other rule violation, the costs to cure the violation will be assessed and collected from the owner, member or Lessee.
- c. PLLA reserves the right to access boat docks for inspection and monitoring purposes.
- d. Lessee agrees to release and discharge PLLA and its Board of Directors from any and all responsibility or liability for injury (including death), loss or damage to persons or property or legal recourse from lessees' use of the dock space and surrounding area.

(RULES CONTINUED ON BACK OF PAGE)

4. Rules that are agreed to by Lessee:

- a. Boat Slips are for watercraft and are to be used for reasonable and typical boating activities.
- b. Boat docks are not supplied by PLLA and are the property of Lessee.
- c. Boat docks may not be installed by Lessee until confirmation and specific instruction is given by the Board.
- d. Lessee shall not make any alterations to the premises without first written approval by the Board.
- e. No personal items are allowed to be stored in Boat Slip area, including: non-motorized watercraft, inflatable rafts, outdoor furniture, fire pits, and lift stations but may be stored on leased docks. Dock boxes may be allowed with written approval by the Board.
- f. Lessee is responsible for their personal belongings, including: dock, watercraft, motors, and equipment. Any theft or damages should be reported to the County Police and the Board. The PLLA Board will not assume responsibility for such theft or damages.
- g. The PLLA board reserves the right to confiscate any property left by boat slip lessees on grounds that are outlined and protected by the **Deed of Conservation Easement**.
- h. Lessee shall keep the Boat Slip area, boat dock, and adjacent property clean and free of trash, clear of gear, tackle, and other obstructions.
- i. Lessee shall not assign this agreement, sublet or permit the use of his/her assigned dock space to any other person than that of the designated lessee on the boat lease agreement (i.e. PLLA member).
- j. Guests are the responsibility of Lessee and agree to abide by all Regulations and Rules of PLLA and Boat Slips.
- k. Lessee will not use or occupy their watercraft or use any equipment on or about the craft or dock which may cause an inconvenience, nuisance, or annoyance to any other watercraft user moored at the Boat Slips.
- l. No fires of any nature are allowed at Boat Slips, including on dock, beach, or shoreline.
- m. No alcohol shall be allowed on property except that boat Lessees have the right to have alcohol on their personal watercraft.
- n. Grounds Superintendent MUST be notified by lessee for specific instruction on dock placement before any docks or watercraft are placed in water for the season.
- o. Boat docks must be out of the water *no later than* October 31 of each year and is the responsibility of Lessee. Stack neatly on the shoreline in a location not to block the pathway. Member not complying with this rule will forfeit further renewal of their dock lease and fined accordingly for PLLA for costs of the removal.
- p. If lessee violates any of the terms and conditions contained in this agreement, the PLLA Board of Directors retains the right and the option of terminating this agreement and the lessee must immediately remove his/her boat upon notification.

END RULES – INCLUDE SIGNED BOAT SLIP AGREEMENT