



REGULATIONS FOR IMPROVEMENTS ON ARROWHEAD LAKE ASSOCIATION PROPERTIES BY MEMBERS

MAY 20, 2023



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Introduction

ALA Mission Statement

***To protect, operate and improve Lake Arrowhead and ALA properties,
to provide reasonable and safe recreational facilities in a fiscally
responsible manner, with appropriate planning for the future.***

It is the goal of the Arrowhead Lake Association (ALA) to maintain a mountain forest setting that is as natural as possible around our lake while continually improving and beautifying the shoreline for our members. ALA will always give consideration to aesthetics and appearance to all members, from all angles, in the review of all projects submitted. To that end, the Committees and ALA staff review and develop regulations whereby the property owners (members) and their agents may consider improvements on ALA Property consisting of Shoreline Parcels, Reserve Strip, Reserve Strip Additions, and Buffer Zones and anything attached thereto or to the lake bottom while still maintaining a mountain forest setting that is as natural as possible. In that regard, any work, whether or not such work is considered an improvement as defined herein, done on ALA property or property attached to ALA property, requires ALA's written consent and adherence to the CC&R's of Record for the various tracts, where applicable.

Improvements include, but are not limited to, new construction of, replacement or repair of, or modifications to, docks, dock slips, gangways, walkways, stairs, seawalls, canopies, awnings, boat lifts, davits, dock houses, piers, patios, landscaping, and any other permanent or temporary item (other than furniture) placed on the ALA Property.

In an effort to preserve the ALA Property, the Association has determined that regulations must be utilized for the installation, construction, replacement, or modification of improvements on ALA Property. ALA also has a procedure in place to approve work on ALA property or on property attached to ALA property for which there may be no apparent guidelines. In the past, the lack of specific regulations and member "self-help" has resulted in non-permitted improvements on ALA's Property that would not be permitted today. Therefore, improvements in place at other locations are not necessarily a factor for consideration in reviewing an application for any similar improvements.

Members should be guided by these regulations and should be aware that each application for an improvement will be reviewed individually as to location, impact, aesthetic value, and individual need. These regulations are meant to assist the member or their agent in formulating a plan for submittal and to help determine what is acceptable to build on ALA's Property.

Any member who desires to do any work on ALA property or property attached to ALA property should read these "Regulations for Improvements on Arrowhead Lake Association Properties".

Nonetheless, each member is obligated to perform any such work in accordance with said “Regulations for Improvements on Arrowhead Lake Association Properties” and all other applicable ALA rules and regulations. If in doubt, ask ALA staff before commencing any work on ALA property or property attached to ALA property.

CAVEAT:

NO ONE IS AUTHORIZED TO PLACE ANY IMPROVEMENT (OR DO ANY WORK) ON, IN, OVER, OR UNDER ALA PROPERTY, WHICH PROPERTY INCLUDES, BUT IS NOT LIMITED TO, THE SHORELINE AS DEFINED HEREIN, WITHOUT ALA'S EXPRESS WRITTEN CONSENT, OR AS PROVIDED IN THE FOLLOWING REGULATIONS AND STANDARDS. OTHER REGULATIONS AND STANDARDS MAY BE CONSIDERED AND APPLIED, AND THESE REGULATIONS AND STANDARDS MAY BE CHANGED, FROM TIME TO TIME AS DETERMINED TO BE REASONABLE BY THE ARROWHEAD LAKE ASSOCIATION. ANY AMENDMENTS APPROVED BY THE ALA BOARD SHALL BE INCORPORATED IN THIS DOCUMENT. THE MOST CURRENT VERSION OF THESE REGULATIONS MAY BE FOUND ON THE ALA WEBSITE AT www.ala-ca.org.

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Construction Policy

Before any improvement is placed on, in, or under ALA Property, a permit must be obtained by the member or their agent who must be an ALA registered contractor (see Definitions). The ALA office only issues the permit after review and approval of the proposed improvements by the staff and/or the appropriate committee.

All contractors and owner-builders shall conform to the criteria stated in the regulations to obtain a permit for any improvements.

When Applications Are Required

Initial placement, new construction or replacement (whether same size or not) of any improvement, including, but not limited to the following:

Dock	Additional Slip(s)
Boat Lift	Pier
Gangway	Walkway / Pathways
Stairway	Landscaping
Awning (Covering)	Dock House
Patio	Seawall
Retaining Wall	Garden Wall
Aquatic Plant (Weed) Net	Storage Structure
Utilities (Gas Piping and Sanitation Lines Are Not Allowed)	
Storm Water Drainage Corrections or Any Drain Lines	
Temporary or Permanent Extensions of Walkways	
Repairs to Existing Improvements Over \$3,500.00 Per Slip in Cost (Material & Labor)	

Expedited Permit

For any work not considered an improvement herein, ALA may issue an 'Expedited Permit', Exhibit "E", good for six (6) months after a review of the scope of work by authorized staff for a reduced fee or no fee as determined from time to time by ALA. Under the Expedited Permit process, if the scope of work approved is exceeded, the ALA staff or the appropriate Committee may assess a fee and/or a fine as deemed appropriate.

Unauthorized Construction

In the event that a property owner and/or agent begins construction on ALA Property without benefit of a permit or makes improvements or modifications which exceed the scope of the permit, ALA shall post the construction site with an order to immediately stop all work, (Exhibit H), and ALA shall mail a copy of the order to the owner. This notice will be handled and enforced by ALA personnel.

The Association may write a letter to the property owner allowing the property owner 30 days in which to submit an “Application for Improvements”, (Exhibit A). The application shall conform to ALA’s normal requirements for an application and will include how the property owner intends to bring the improvements into compliance with ALA’s “Regulations for Improvements on Arrowhead Lake Association Properties by Members”.

ALA’s letter will also indicate the intent of the Association to have the unauthorized improvements removed from ALA Property if the above conditions are not met within the allowed time. Such removal will be at the sole expense of the member and said expenses will be a charge to the member’s account.

Fines and Penalties

Any property owner performing construction or placing an improvement on, in, or under the ALA Property without benefit of an ALA permit may be charged up to seven (7) times the cumulative amount of the existing application fees; as well as all costs incurred by ALA, whether administrative, legal fees and costs, or otherwise, in addition to any other remedy ALA has pursuant to its applicable membership rules and law. Further, ALA may levy a fine for any violation of these rules and regulations.

Initially, all expenses incurred in the removal of the un-permitted improvements shall be assessed to the member and these fees must be paid before or concurrent with any membership, slip, and/or boat renewal.

As a result of non-compliance or violation of the ALA regulations and/or rules, ALA may undertake an administrative remedy as described in the Slip Ownership Rules (Exhibit F), which, in part, allows for the imposition of a fine or penalty, including termination of membership and/or slip owner rights.

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Application Process

Where required, an “Application for Improvements” form including permittee form and Indemnity Form; (Exhibit A) must be completed and submitted to the ALA office with the appropriate application fee and three sets of plans. This submittal must be received at least fourteen (14) days prior to the next scheduled Committee meeting if Committee review is required. If a professional plan check is required, the applicant will be responsible for all costs including engineering costs. For work not considered an improvement, the member must provide a scope of work report (see Exhibit E, “Expedited Permit”) and submit the report to the ALA staff for review. For any repair or replacement of an existing structure or fixture which does not comply with the existing regulations at the time of the filing of the application, the application for repair or replacement must be submitted prior to its removal. In the case of involuntary destruction (e.g., by natural disaster), any application for repair or replacement must be filed within twelve (12) months of its involuntary destruction; and the repair or replacement completed prior to the expiration of the permit issued pursuant to that application.

Plan Submittal Requirements

The member and/or agent must submit three sets of plans along with the completed application. All plans and plot plans are to be prepared to scale, as appropriate, and prepared by an engineer or architect, a copy of the most recent ALA control map and a physical survey showing ALA and/or member property lines, topography, all existing improvements, and all proposed improvements. Landscaping may require scaled drawings and a site survey.

The member must verify that all CC&Rs of Record, if any are applicable, for the tract where work is to be performed are adhered to. All plans for docks and slips, walkways, drainage plans, piers, dock houses, and gangways must be prepared by a registered civil engineer or licensed architect. On an individual case basis, the ALA may require engineered plans for any other improvements.

All existing and proposed improvements are to be indicated at full lake level (ALA datum). All specifications of material, color, size, pitch, height, floor plan, elevations, electrical, landscaping etc., are to be listed. Where applicable, drawings are required to show all four-side elevations, plan profile and site plan.

A registered civil engineer or structural engineer must prepare all plans for seawalls, retaining walls, drainage corrections and/or dock houses if requested by ALA.

Initial Placement of Dock, Pier, Retaining Wall, Seawall or Dock House

In addition to the above, a survey must be required of the proposed improvements on the ALA property site to be prepared by a person licensed by the State of California to conduct surveys showing the exact location of the improvements on ALA property. The survey shall show all

applicable information including property lines, trees, contours, and adjacent structures and lake levels at 5,100 feet and 5,106.7 feet. All elevations shall show the Lake Arrowhead Datum (to convert from USGS Datum, subtract 8.05'). Staff may waive certain requirements as deemed appropriate.

Any plan for improvements requiring land excavation must be prepared by a registered Civil Engineer. (For additional information, see Chapter 6).

When adding a slip to a multiple slip dock, all of the multiple slip dock owners and the adjacent four dock owners will be notified by the ALA prior to the approval of the application.

Development of Undeveloped Slip Rights in Double or Multiple Configurations

In situations of undeveloped dock rights being developed where improvements exist and have been paid for by one or more owners, the existing owners are entitled to a proportionate reimbursement of the cost of common area improvements with consideration to the conditions of these improvements. Under no circumstance should this be more than the proportionate present day replacement value.

An existing slip owner cannot prevent the undeveloped right owner from exercising his right to develop. Whether the dock is replaced or added to would be by mutual consent.

In the event a new slip is added to an existing structure all efforts within reason should be made to match existing construction materials and techniques. This may not always be possible due to old material that may no longer be available or impractical to use.

Replacement of Dock, Dock Slip, Gangway, Walkway or Pier

In addition to plan submittal requirements, all replacement applications shall show current measurements of existing improvements and measurements between neighboring docks and/or piers. If the application is for enlargement, the plans shall indicate the measurements between the neighboring docks/piers and/or the proposed improvements indicating sharing of available space while maintaining the minimum clearances.

The replacement and/or repairs of an existing dock, dock slip, gangway, walkway, and/or pier will be allowed to maintain their existing footprint and measurements including height.

Replacement of Seawall, Retaining Wall or Dock House

At the option of ALA, if the improvement does not include alterations of the existing site, a survey may not be required. The replacement and/or repairs of an existing seawall, retaining wall, and/or dock house will be allowed to maintain their existing footprint and measurements including height.

Repair of Existing Improvements

All repairs or standard maintenance of existing shoreline improvements whose total cost will equal or exceed \$3,500.00 per slip in material and/or labor, or varies in material and/or shape from the existing improvements or configuration, requires submittal of a new application

containing a comprehensive plan indicating the type of repair, and specification of material, color, size, height, and location.

Note: Painting, padding, and replacement canvas will require an Expedited Permit, (Exhibit E) and are excluded from the fee. The standard ALA approved colors, as specified in Exhibit D “Standard Color Specifications”, must be used. When painting a multiple slip dock, the same color must be used for the entire dock and individual painting of slips will not be allowed.

Landscaping and Irrigation Policy

The health and safety of the Shoreline depends on many factors, including spacing of vegetation, the various species of vegetation, the required watering of the vegetation, and other factors. It is the intent of the Forest and Vegetation Committee to create policies and regulations that assist our members in their further enjoyment of the Lake and its surroundings while keeping it healthy and safe for future generations to enjoy.

Landscaping:

All proposed clearing, grading, and landscaping on ALA Property requires an application to be submitted to the ALA for review and approval prior to performing any work. All proposed Landscaping is subject to the following rules and a permit must be obtained:

- A scaled plot plan of the proposed planting must be submitted to the ALA for approval prior to any work being done.
- Spacing should be based upon safety as well as the health of the species being planted. The ALA Staff will review the plot plan on a case by case basis for spacing requirements; however, they cannot be closer than ten (10) feet from a structure or power line.
- No grass is to be planted on ALA Property in consideration of water conservation.

Listed below are the “Native” trees that will be best suited to our local climate and soils. We encourage the planting of fall colored trees and shrubs.

Conifers

White Fir
Incense Cedar
Coulter Pine
Jeffery Pine
Sugar Pine
Ponderosa Pine
Big Cone Douglas Fir

Broadleaf

Pacific Dogwood
Black Oak
Canyon Live Oak
Interior Live Oak

Examples of “Non-Native” trees and plants that WILL NOT be approved by the Forest and Vegetation Committee are as follows:

Sweet Pea
Juniper
Leyland Cypress Tree
California Buckwheat

Spanish Broom
Fever Few
Flannel Bush
California Lilac

The above list of “non-native” trees and plants is just an example of some of the types of trees and plants that are not allowed. Any trees or plants proposed that ARE NOT on the “approved” list of “Native” as shown above MUST be proposed in the required permit request.

No trees shall be trimmed or removed from ALA Property without the permission of the ALA and any HOA (Homeowners Association), if applicable. In addition, all trimming must be approved by ALA Staff and all slash must be removed immediately.

Irrigation:

In recognition of the benefits of limited irrigation in limited areas, the ALA will consider the permitting of irrigation for an existing system where such systems meet the following conditions:

- An Application with a scaled plot plan of the proposed irrigation system must be submitted and permitted prior to any work being done.
- Irrigation systems must be maintained in proper working condition and must not place water on any ALA trail access path at any time. Failure to comply with this requirement may result in the removal of the system from ALA property at the members' expense.
- In order to qualify for a permit, any irrigation system must have been in place prior to June 10, 2018.
- Temporary irrigation systems to establish plant materials are the only new systems that may be permitted.
- No irrigation system will be permitted to provide water to new lawn areas of any type.

Installation of Weed Net

The goal of the ALA in determining the appropriate usage of aquatic weed nets is to alleviate the problem of boat slip access while maintaining the balance of the ecosystem of Lake Arrowhead. (Exhibit M)

Criteria for Installation of Weed Net

- Only ALA registered contractors may be used.
- A certified S.C.U.B.A. diver with a minimum training level of Open Water II is required for the underwater installation of the aquatic weed net.
- The Shoreline application must include a scale diagram that illustrates the area proposed to be netted, the neighboring docks (both sides) and the location of the existing aquatic plant bed, all with specific, accurate dimensions provided including the distances between all items and total square footage proposed to be netted.
- ALA will limit the amount of aquatic plants to be covered. Entire elimination of plant beds will not be permitted. The area to be considered for the net is the area directly underneath the dock. Consideration may be given to the additional area in front (lakeside) of the dock only if the fish habitat is not threatened. Limited beach netting may be considered on an individual case basis.

ALA Staff Review

ALA staff will review the application and supporting paperwork, make an on-site visit to verify the current measurements and locations and verify that the requested improvements comply with

the current guidelines. The application will then be reviewed by the General Manager for approval or submittal to the appropriate Committee.

If the appropriate Committee has delegated to staff the authority to approve improvement applications, the permit may be approved after the staff review. A permit reviewed and approved by staff will require signatures by the Lake Manager and General Manager.

30-Day Letter

A 30-day letter will be sent out to neighboring pier site owners, via certified letter, seeking approval or denial of permits for rigid dock/pier canopies, dock houses, and reduction of spacing between piers and docks. If a reply from the neighboring pier site owners is not received within 30 days of the date of the letter, ALA will assume the neighboring pier owners approve the request and will move forward with the approval of the application process.

Shoreline Improvement Committee Review

For improvement applications that require Committee review and approval, the appropriate Committee will review the application and supporting paperwork, and make an on-site visit, if necessary.

If corrections or conditions are required prior to the issuance of a permit, the owner will be notified in writing within ten (10) days after the Committee meeting. All notifications or correspondence, will be mailed to the address indicated on the application and will be considered as received by the member. If there is an agent indicated on the application, a copy of the notification will be mailed to the agent.

The member and/or agent must make the necessary changes to the plans within ten (10) days of the date of the letter before a re-review will be performed by the Committee or ALA staff.

If a member decides to withdraw an application, the member must notify the ALA staff. A refund of the application fee, less the current applicable administrative fee will be issued. If there is no response from the member regarding the request for corrections and/or conditions, a refund less the current applicable administrative fee will be sent after 60 days of the notification letter and the application will be considered withdrawn.

The Committee or ALA staff may approve the application with changes that will be indicated on the lower right-hand corner of the Application and Permit for Improvements form or as Attachment "A" to the application.

Authority

Each application is reviewed for compliance with the current "Regulations for Improvements on Arrowhead Lake Association Properties by Members". The overriding intent is to keep the improvements in harmony with the stated goal of maintaining a mountain forest setting that is as natural as possible around the shoreline.

The Committees or ALA staff, where properly delegated, has the power and authority to approve or disapprove the application. Approval may be withheld not only because of non-compliance

with any of the specific regulations and standards contained herein, but also by reason of the reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the appropriate Committee, or ALA staff will render the proposed improvements inharmonious or out of keeping with the nature of improvements in the general vicinity of the proposed improvements and inharmonious with the overriding goal of maintaining a mountain forest setting that is as natural as possible around the shoreline.

Deviations

Deviations from these regulations and standards may only be considered due to unusual circumstances, such as topography and/or location, where the granting of such a deviation would not otherwise compromise the overriding goal of maintaining a mountain forest setting that is as natural as possible around the shoreline and would not adversely impact other member's enjoyment of the lake.

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Construction: Permits, Review, and Completion Requirements

Verification of Location

The applicant or agent must call the ALA to request an initial site review to verify the location of the improvements prior to the new construction or initial placement of a dock, pier, storage structure, seawall or retaining wall and when the foundation forms have been established for the following:

- Seawall footing
- Retaining wall footing and before the wall is grouted to see that the drainage requirements of the tree protection plan are met
- Structure foundation
- Pier site location (with survey markers)
- Pier footings
- Landscaping

Completion Requirements

County or Local Permits

An applicant shall be responsible for securing all permits required by any governmental agency and any Architectural Committee that may have jurisdiction. Such permits shall be supplied to ALA prior to the beginning of any work. Failure to obtain the additional agencies' required permits will result in the ALA permit being rescinded.

Temporary toilet facilities may be required for County building permits. The location must be approved by ALA.

Insurance Requirement

Prior to issuance of the permit, a certification of insurance in the amount of \$1,000,000.00 single limit liability, naming Arrowhead Lake Association as additional insured, shall be required from the applicant and/or contractor for any repairs and/or maintenance over \$3,500.00 and any new construction. All contractors who use a commercial boat, transport boats or transport materials by boat are required to provide marine liability insurance coverage naming ALA as additional insured.

Performance Bond

A Committee or ALA staff may require a performance bond from any applicant and/or contractor, in an amount determined by the Committee or staff to be sufficient to insure completion of the project.

C. C. & R. Requirement

All CC&R's of Record for the various tracts must be complied with, if applicable.

Issuance of Permit

Upon approval of the application and plans, the member will be provided a copy of the application and plans with the appropriate signatures and results. Special conditions will be added to the application in the form of an "Attachment A". If there is an agent, a copy along with the one set of plans will be provided to the agent. Another copy including the plans will be kept in the ALA offices as the permanent record. This will be filed in the slip dock file.

Special conditions of approval for any improvements to a pier site where one or more of the slips are not developed:

1. The applicant/owner of the developed slip is responsible for paying to modify their improvements if/when their dock partner(s) exercises their right to build out their slip(s).
 - A. This applies to fencing, canopies, kayak racks, the relocation of dock boxes or any other dock or pier appurtenances.

The permit shall be valid for six (6) months from the approval date. Along with the approved permit, the member or agent will receive a "Notice of Approval to Construct" card (Exhibit C). This card must be posted at the construction site (dock area) so the card may be seen from the lake. This card may not be affixed to trees.

No permit grants any property rights or exclusive privileges; it does not authorize any injury to private property or invasion of private rights.

License Required for Improvements on ALA Properties

In addition to the above procedure, a License Agreement (Exhibit B), will be prepared and presented for signature to the property owners where deemed appropriate. The permit will be issued only after a completed "License Agreement" has been returned to the ALA office.

Permit for Temporary Dock Placement

Under special circumstances, the Shoreline Improvement Committee may consider placement of a temporary dock.

Completion Requirements

All construction is to be completed within six (6) months from date of permit issuance. If not completed, the permit will expire. If substantial work is not commenced within 180 days of the permit issuance date or if the work is suspended or abandoned for a period of 180 days, the permit shall expire and become void.

All requests for permit extensions shall be submitted to the ALA office in writing prior to the expiration date. The member will be notified, in writing, of acceptance or denial.

For Improvements which require engineered plans, ALA may, in the exercise of its reasonable business judgment, require the owner, at their cost, to pay for another architect or engineer's

certification that the improvement was built in strict accordance with the approved plan or hire a special inspector and provide a detailed report.

Within fifteen (15) days of the completion of the permitted shoreline project the contractor and/or the owner must contact the ALA staff to schedule a final verification of the permitted improvement(s). Permit verifications that occur more than fifteen (15) days after completion of the shoreline project may be assessed an additional fee up to the amount of the original permit application.

Miscellaneous Construction Requirements

Dredging

ALA, at its sole discretion, dredges material entering Lake Arrowhead from areas of inflow where, in its sole judgment, such removal benefits the recreation of all members of ALA. All other dredging may be done, with ALA approval, on an accommodation charge basis for a specific owner or group of owners. If dock owners wish to have their dock area dredged, they may contact ALA to arrange for the work, at their sole cost and expense. All dredged material must be removed from the ALA Properties. (Exhibit I)

Taxes

The ALA member will be responsible for all taxes assessed on the improvements constructed on ALA property.

Abandonment of Property

Neither construction materials nor member equipment deemed to be a hazard or a nuisance, may be left abandoned or stored on ALA property or attached temporarily to piers or docks.

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Regulations

This section defines the regulations and specifications for improvements on Arrowhead Lake Association properties. All specifications are deemed minimum standards rather than absolute requirements. The appropriate Committee may approve equivalent or better specifications.

All improvements are subject to future on-site inspections by ALA staff and must be maintained by the applicant and their heirs or assigns in a manner that is consistent with ALA policy, regulations and membership rules. All improvements are subject to the CC&R's of Record, if applicable, for the tract or parcel in which the improvements are made.

General

Colors must blend with the surrounding area and will be limited to those listed in the Standard Color Specifications of Exhibit D. If a member would like a color not specified, the member can submit a request to the Shoreline Committee for consideration.

No improvements can interfere with normal foot traffic on, over, under and around the ALA properties, including access easements and trails, along the shoreline. Any improvements must be set back at least eighteen inches (18") from the ALA trail. No improvements may encroach into an ALA easement without ALA permission.

Applications for private fences on ALA properties will generally be denied.

No member may block an ALA access easement or trail with any fences, gates, chain or other obstructions to divert pedestrian traffic, except as approved by ALA.

Portable propane tanks, not to exceed five-gallon capacity, may be used on the ALA Properties for BBQ purposes (permit required). No built-in fireplaces or BBQs (wood or charcoal) will be allowed.

No toilet facilities shall be allowed as part of any improvement on ALA properties.

No chain link fences, welded, barbed or concertina wire is allowed on any member's improvements.

No toilets or sinks may drain into the lake. **No water shall be pumped from the lake for any purpose.**

Advertising

No advertising signage will be allowed. The only exception is "For Sale by Owner" signs. They cannot exceed 18" x 24", must be white background with black or red letters and numbers. Dock contractor logos will be allowed but must be included in dock numbering plaques only.

Flag Poles

Flag poles will be a maximum height of twelve feet (12') with a maximum sized flag of three feet by five feet (3' x 5') and must be approved and permitted before installing.

Utilities

Only electrical, telephone and water may be allowed, by permit, on ALA Properties. No gas, sewer or drain lines will be allowed. All external utility lines i.e.: telephone, cable TV, antenna dishes, etc. will not be installed or connected over ALA Properties. All permitted utilities must be installed underground. The applicant will be responsible for obtaining a letter of conditional approval from ALA and the necessary permits from the County and/or utility company. ALA must be provided with a copy of the permit(s) prior to the start of construction.

All above ground electrical wiring, extension cords and un-permitted electrical wiring on ALA Properties must be removed.

Nothing may be attached to, connected or ran through any trees on ALA property. This includes, but is not limited to light fixtures, wiring, conduit, junction boxes, cables, hooks, braces, antennas, satellite dishes and security cameras. The lighting specification objective is to maintain safety and aesthetic appeal appropriate to these regulations and in keeping with a "mountain forest setting".

Low intensity solar pathway, deck and dock lighting with solar panels may be considered. They do require an ALA permit but do not require a county electrical permit.

Pre-Existing Electrical

Upon the transfer of a dock, any "pre-existing" electrical that does not have a County Permit must be deemed "safe" by an Electrician approved by the ALA. The Electrician will be allowed to make repairs and upgrades should that be required for safety. The source providing the power must be identified and the Owner of the source must authorize the use of power. Once deemed "safe", the Electrician must provide the ALA with an "Electrical Safety Certification Letter". If no certification letter is received by the ALA, the Owner(s) must remove all electrical on the dock and/or pier within sixty (60) days of notification from the ALA.

Upon transfer of a dock, the new Owner(s) must sign a release of liability stating that the Owner(s) is responsible for all maintenance on the pier and/or dock and is fully liable for any issues that may arise, whether it be fire, electrocution or personal injury related to electrical on the Owner(s) dock and/or pier. Upon transfer of the dock, if the new Owner(s) is unwilling to agree to sign a release of liability releasing the prior Owner(s) of the dock and/or pier, then all electrical on the dock and/or pier must be removed within sixty (60) days of the completed transfer. Source providing the power must disclose they are providing power to the dock(s) upon sale.

Exterior Lighting

- Only low voltage and 110 volt circuits will be allowed
- Poles - 8' maximum height. Measured off pier decking or ground at pole location
- Fixtures - Down lighting only (shielding may be required)
- Total wattage of all lights not to exceed 150 watts
- String lighting of any kind is not permitted
- Rope lighting of any kind is not permitted

Pathway Lighting

- Low voltage only
- 14-watt maximum output per bulb
- Mounting standards must be approved by ALA
- Down lighting only
- String lighting of any kind is not permitted
- Rope lighting of any kind is not permitted

Dock Houses

Dock houses shall have a maximum exterior area of 50 square feet. The replacement and/or repair of an existing dock house will be allowed to maintain its existing footprint and measurements including height. If the site is suitable for placement of the proposed new structure (dock house), and it does not increase the pier site footprint beyond the maximum allowable square footage for new structures, it will be permitted at 50 sq. ft. per dock slip up to a maximum of 150 sq. ft. for a triple slip dock. No new dock house may exceed twelve feet (12') in total height and in no circumstance shall it adversely affect the reasonable enjoyment of the lake from ALA property. All sloped roof applications must be submitted with snow load calculations per the American Society of Civil Engineers (ASCE) Manual of Practice 7-10.

Construction materials to be used are as follows:

- Doors, Windows, Roof - Must meet the County building requirements and be approved by ALA.
- Roofing material must be a noncombustible material.
- Siding – Must be a natural material or a material that maintains the look of a mountain forest setting. All features and materials of the dock house must comply with the current color guidelines. No metal or vinyl siding will be allowed unless specifically approved by ALA.
- Any glass used on ALA property must be tempered or safety glass.

There are some areas of ALA owned shoreline properties on which dock houses are not allowed pursuant to recorded deed restrictions. The ALA staff shall verify if a dock house is allowed on a particular area of ALA owned shoreline property, when requested. The member will verify that they have reviewed the CC&R's of Record, if applicable, for the tract where the dock house is to be placed and warrants to ALA that dock houses are permitted.

The homeowner's association (HOA) or property owners' association (POA) for the specific community (i.e. Hamiltair, Point Hamiltair, Meadow Shores, etc.) must also approve the construction of any dock house within their jurisdiction.

Seawalls and Retaining Walls

The ALA will only consider applications for seawalls and retaining walls for the purposes of erosion control and tree protection. As deemed feasible by ALA, a seawall shall not be permitted for any use other than for protection of the shoreline and trees from erosion due to wave action and is to be located at the toe of the slope, and should follow the natural contour of the ALA owned shoreline properties.

Seawalls may be constructed in the water for walkway purposes or the mooring of docks or to provide dock platforms only where the shoreline is too steep or too narrow to provide for these uses. Depending on location and conditions, ALA may require the installation of wave dampening materials.

If the ALA determines them necessary, the applicant agrees to provide and implement an approved plan for prevention of siltation, erosion control provisions for work on, or adjacent to ALA owned properties.

Any improvements, application and plans requiring land excavation must be prepared by a registered Civil Engineer and follow the ALA application procedures for plan submittal.

Seawalls or retaining walls shall be structurally designed to accepted civil engineering practices and standards by a registered Civil Engineer and must comply with all local governing codes.

The finishes of seawalls are subject to the approval of the appropriate Committee or ALA staff and shall be of a stone veneer of a hardness and cohesiveness as to resist erosion. The stone veneer shall be of a natural colored material approved by ALA and a minimum of 4 inches thick.

The applicant agrees to comply with drainage requirements set by the County and ALA, as they deem necessary after viewing the site. If the natural flora is endangered by the proposed project, the services of a licensed forester may be required at the expense of the applicant. The applicant must call the ALA office when the seawall or retaining wall has been formed and is ready for pouring of the footing for verification of the location in accordance with the permit.

Tramways

Tramways are not allowed on or over ALA properties.

Flooding and Drought Conditions

ALA is not responsible for high water during storms and for low water levels during drought conditions in Lake Arrowhead. Notice is hereby given that the water surface of Lake Arrowhead may exceed 5,110 feet (ALA Datum) above sea level or be so low as not to reach a seawall. In the history of Lake Arrowhead, the lowest water level has been 24 feet below spillway. However, severe drought conditions could cause lower water levels.

Low Lake Level Plan

The Association has established a 'low lake level' temporary dock placement policy, see Exhibit K, "Low Lake Level Related Shoreline Guidelines".

In the event that the lake level should drop to a point requiring the movement of docks to keep them floating, the following guidelines apply:

- Prior approval of the ALA is required with a record of the docks' new location.
- Any relocation must consider the equal sharing of the fairway space between opposing docks.
- Consideration must be given to the needs of neighboring docks.
- Previously designated 'Dry Land Docks' can be located at the discretion of ALA staff.
- The ALA may determine a relocation plan as needed for certain dock areas.

ALA reserves the right to remove or relocate any dock that has been moved without the permission of ALA and the owner will be charged for all expenses incurred.

Refuse, Trash and Debris

All refuse, trash and debris must be removed from the ALA owned shoreline properties. ALA provides trash pickups once weekly during the summer season. Trash must be bagged and placed on the finger ends. Nothing over four feet (4') in length can be removed. Lake weeds should be dried and not bagged.

Storage of Small Water Craft

All small watercraft such as Kayaks, Canoes, Pedal Boats, Paddle Boards, Inflatables, etc., may not be stored on the ALA owned shoreline properties at any time and must be securely stored in the dock house, on the pier or on the dock.

Pier or Patio (Seating Areas)

All piers or patios constructed on ALA property are to be in accordance with the approved and adopted ALA standard, or better. ALA may require a County building permit. The replacement and/or repair of an existing pier or patio will be allowed to maintain its existing footprint and measurements including height.

Existing piers, patios and/or the curvature of the ALA properties may require that some piers and/or patios be smaller than maximum size. In some cases, a pier may not be possible and a patio would be considered on the ALA properties. Any un-permitted construction on ALA property that impedes the use of the ALA access easement trails and shoreline paths shall be removed by ALA.

- **Dimensions**

Piers and/or patios are limited in maximum size to:

- Single Dock - 168 square feet or 218 square feet including a dock house.
- Double Dock - 224 square feet or 324 square feet including a dock house.
- Triple Dock or Multiple Dock - 224 square feet or 374 square feet including a dock house.
- If there is both a pier and patio, the total square footage of both is considered. The replacement and/or repair of an existing pier or patio will be allowed to maintain its existing footprint and measurements including height.

- **Elevation**

- The lowest part of the pier/patio shall be such that they are no lower than elevation 5,108 feet, and the pier shall be no higher than 5,109 feet above sea level (ALA Datum). The replacement and/or repair of an existing pier or patio will be allowed to maintain its existing footprint and measurements including height.

- **Spacing**

- A pier shall be located behind the lake bottom elevation of 5,100' (ALA Easement Line) with a clear separation of at least eight feet (8') from neighboring piers, measured edge to edge of the closest points between the piers. Variances may or may not be granted based on case-by-case review. The replacement and/or repair of an existing pier will be allowed to maintain its existing footprint and measurements including height.

Walkways

- **Length**

A walkway shall be of sufficient length to provide floatation of a dock under normal conditions of lake level. In determining the allowable length of a walkway in any given case, the ALA will consider the grade of the shoreline underwater as well as the distance to neighboring walkways and/or piers, gangways, and docks extending into the lake. The replacement and/or repair of an existing walkway will be allowed to maintain its existing footprint and measurements including height.

- **Width**

A walkway to which a gangway is attached at one end shall be no less than three feet (3') wide nor more than four feet (4') wide. A walkway leading from the shoreline to a pier (platform) shall be no less than three feet (3') wide nor more than four feet (4') wide. The replacement and/or repair of an existing walkway will be allowed to maintain its existing footprint and measurements including height.

- **Elevation**

The elevation of walkways shall be such that they are no lower than elevation 5,108 feet and no higher than 5,109 feet above sea level (ALA Datum). The replacement and/or repair of an existing walkway will be allowed to maintain its existing footprint and measurements including height.

- **Handrails**

Walkways shall have railings and shall be 36" high, and shall be of wood, metal or composite material.

Gangways

It is recommended that gangways be a minimum of eighteen feet (18') in length. The width to be a minimum of three feet (3'), to a maximum of four feet (4'). The replacement and/or repair of an existing gangway will be allowed to maintain its existing footprint and measurements including height.

Covers over Docks, Slips and Piers

Fabric and rigid covers are allowed. Both have guidelines as listed below. No bare metal areas will be allowed and colors of the cover and structure must blend with the surrounding area and are limited to those contained in the "Standard Color Specifications" (see Exhibit D). Neither can be re-used after dock replacement without inspection and approval from ALA.

- **Single, Double or Triple Docks**

All overhead frame work, permanent and removable canopies must be approved before installation and must have the approval of all slip owners on the same dock.

- **Multiple Docks: (Four or More Slips)**

No canopies are permitted on individual slips on multiple slip docks without the written approval of all slip owners on the multiple dock. The written approval must be obtained by the applicant and submitted to ALA staff with the permit application.

Guidelines for Rigid Awnings/Canopies

- Engineered drawings, sealed and signed by a licensed Professional Engineer, and snow load calculations per the American Society of Civil Engineers (ASCE) Manual of Practice 7-10 must be submitted with each application
- Colors of Awnings/Canopies – Colors must blend with the surrounding area. Darker shades of blue, brown, green, grey, tan and like colors are approvable. Frames and posts must be a dark color. All finish must be “low sheen.” If a member would like a color not specified, the member can submit a request to the Shoreline Committee for consideration.
- Colors of Frames – Frames and posts must be a dark color. Colors must blend with the surrounding area. Black and dark shades of blue, brown, green, grey, tan and like colors are approvable. All finishes must be “low sheen.” If a member would like a color not specified, the member can submit a request to the Shoreline Committee for consideration.
- Materials and colors for frames and awnings/canopies must be included with the application
- Maximum height of the awning/canopy is twelve feet (12') off the deck, the pier or the dock
- Minimum pitch is 3/12, maximum pitch is 6/12
- Simple roof ridge line only; no cupola allowed
- Minimum height of the supports from the floor of the dock or pier to the lowest portion of the awning top is 6 feet (6'), 8 inches (8"). Maximum height of same is ten feet (10').
- No diagonal supports allowed
- The overall awning/canopy structure cannot extend beyond the footprint of the dock or pier
- Gable ends must be fabric filled and require a valance, minimum of six inches (6") in height
- No permanent side curtains are permitted
- If the proposed location is on the shoreline controlled by a homeowners' association, the proposed installation must be approved by the homeowners' association prior to submittal of an application to ALA
- Rigid canopies being replaced cannot be reused on Lake Arrowhead without inspection and prior approval by ALA

- Canopy panels must be standing seam or an Architectural grade material
- All rigid canopies over docks are approved by the committee on a case-by-case basis
- The replacement and/or repair of an existing rigid awning or canopy will be allowed to maintain its existing footprint and measurements including height.

Guidelines for Fabric Canopies

- Engineered drawings, sealed by a licensed Professional Engineer, must be submitted with each application
- Colors of Canopies – colors must blend with the surrounding area. Darker shades of blue, brown, green, grey, tan and like colors are approvable. If a member would like a color not specified, the member can submit a request to the Shoreline Committee for consideration.
- Colors of Frames – Colors must blend with the surrounding area. Black and darker shades of blue, brown, green, grey, tan and like colors are approvable. All finishes must be “low sheen.” If a member would like a color not specified, the member can submit a request to the Shoreline Committee for consideration.
- Maximum height of the awning is twelve feet (12') off the deck or the dock or pier
- Minimum height of the supports from the floor of the dock or pier to the lowest portion of the awning top is six feet (6'), eight inches (8"). Maximum height of same is ten feet (10').
- The overall canopy structure cannot extend beyond the footprint of the dock or pier
- No permanent side curtains are permitted
- Materials and colors for frames and canopies must be included with the application
- Retractable Awnings are not permitted
- The replacement and/or repair of an existing canopy will be allowed to maintain its existing footprint and measurements including height.

Docks

Every attempt should be made to provide an even 'line up' with the ends (Lake Side) of neighboring docks on each side.

All dock construction must be in accordance with the following standards and specifications:

- For any dock placement application that involves a change to an existing dock, an artificial boundary line shall be established between the existing docks and the proposed new dock placement. The boundary lines shall be superimposed on the scaled drawing plan to determine the potential location, spacing and impact to the neighboring docks. This procedure is to allow a minimum of two feet (2') between docks at 5,106.7-foot elevation.
- The distance measurements will be taken from the closest point from the fascia of each dock. The Shoreline Improvement Committee may consider applications for a lesser distance.
- Where two (2) docks oppose each other such that boats within slips on said docks are required to back out into the same fairway space, ALA recommends that the slips be

modified so that the bow ends are squared off. This modification will allow for the larger bow width of pontoon type boats to better fit within a slip and to maintain more of a separation between boats and slips of opposing docks.

- The replacement and/or repair of an existing dock will be allowed to maintain its existing footprint and measurements including height.

Approval for Dock Relocation

All changes in a position along the ALA owned properties, of a dock or dock slip must be approved by the Shoreline Improvement Committee, or as delegated by the Committee to ALA Staff, before the move is made whether it is for temporary or permanent placement of the dock. Old anchors shall be removed where required as deemed necessary by ALA.

Slip Additions to Multiple Docks

Construction of slip additions to multiple docks will be constructed at the lake end of the multiple dock and not in the middle nor at the shoreline end. It will be the responsibility of the dock owners and dock captains to notify the owner/members.

Anchoring Docks

Permit applications for any docks that utilize an anchoring system, must include plans for the anchoring system. When old anchors are to be replaced, plans must be submitted for the replacement anchoring systems.

Miscellaneous

Any temporary dock equipment must be stored in a safe manner.

Dimensional Standards (see Figures 1-6)

- The replacement and/or repair of an existing dock will be allowed to maintain its existing footprint and measurements including height.

	<u>Minimum</u>	<u>Maximum</u>
Inside Width of Boat Slip	9.0 feet	10.0 feet
Inside Length of Boat Slip	21.5 feet	26.0 feet
Finger Width - Outside Fingers	2.0 feet	4.0 feet
- Inside (double, triple or multiple)	2.0 feet	4.0 feet
Depth of Back Portion (Single or Inline docks)	6.0 feet	10.5 feet
Overall Length (Except Multiple Configurations)	27.5 Feet	32.0 Feet
Overall Width (NOTE: Maximum Width May Not Be Allowed in All Cases)		
Single Slip	13.0 feet	17.0 feet
Double Slip	24.0 feet	30.0 feet

Multiples (See Figures 3 Through 6)

Measured closest point from the fascia of each dock.

Dock Construction Specifications

The ALA makes no representation, warrantee or guarantee that these specifications will result in any specific 'life' for any particular dock. All docks should be constructed in accordance with the following minimum specifications:

- **Frame**

The dock frame shall be built to dock construction specifications and of appropriate construction materials and methods that are designed to withstand marine exposures. All materials must comply with State and Federal environmental regulations.

- **Deck (All Surfaces)**

All decking to be 2-inch x 6-inch natural wood or a minimum of 1-inch x 6-inch composite decking material, or other as approved by ALA. For all TREX decking, the span must be not in excess of 16 inches on center for one (1) inch decking and not in excess of 24 inches on center for two inch (2") decking. All composite decking joist spans must be in accordance with the manufacturer specifications. Manufacturer specifications must be submitted with the plan. All materials must comply with current Federal and State environmental regulations.

- **Colors**

Approved colors are specified in Exhibit D.

- **Gangway**

Steel, wood or aluminum material is acceptable.

- **Railings**

Railings, where installed, shall be 36" in height or current code and shall be constructed of wood, metal or composite material.

- **Side Panels**

Fabric or any covering will be allowed as an insert between railings and decking.

- **Carpeting**

Carpeting may not be installed on dock, gangway or walkway. However, carpeting may be installed on piers and/or patios and must be maintained in good condition.

- **Flotation (dock)**

All floats to be rotomolded polyethylene with ultraviolet protection. All floats to have 20% maximum water absorption. All floats to be secured according to manufacturer's specifications.

- **Padding/Fenders**

Extruded vinyl molding, polyester fire hose, or foam is to be securely attached with corrosion resistant fasteners.

- **Chains**
Chain type and size will be included on all engineered dock plans submitted. No chains may be attached to trees and no anchoring system may endanger any trees.
- **Cables**
All cables (woven wire rope) shall be encased in UV protected PVC and shall be rated for outdoor use.
- **Stiff Arms** (Sway Bars)
Stiff arms will be included on all engineered dock plans submitted. All stiff arms are to be a minimum of 1½" Schedule 40 thickness steel (standard) pipe, or equal, pinned at both ends.
- **Hinges**
All hinges and pins are to be milled steel. All points are to be welded to conform to American Welding Society standards with hinge sleeve to be a minimum Schedule 80 thickness.
- **Cleats**
All cleats to be hot dipped galvanized, cast aluminum, or equally durable composite material.
- **Fencing**
Security fencing is only allowed on docks, piers, and walkways. No chain link, welded, barbed or concertina wire will be allowed.
- **Swim Ladders** (Steps)
Swim ladders must be shown on dock drawings and cannot infringe on the minimum spacing requirements.
- **Overhead Jacks**
May be installed in lieu of underwater jacks when necessary. Minimum height shall be six feet (6'), eight inches (8") and maximum height shall not exceed eight feet (8'). The replacement and/or repair of existing overhead jacks will be allowed to maintain their existing footprint and measurements including height.
- **Dock Boxes**
14-gauge steel, aluminum, or fiberglass factory manufactured dock box(es) with a weather tight lid may be installed on the walkway, pier, and dock only. The dock box(es) may not interfere with a safe walkway distance once installed. The dock box color must comply with the standard color specifications. The dock box(es) may not be stored on the ALA owned shoreline properties. All dock boxes must be properly secured to the pier or dock. The replacement and/or repair of existing dock boxes will be allowed to maintain their existing footprint and measurements including height.

Maximum Size:

Maximum Height: 30 Inches Above Deck Height

Maximum Capacity: 32 Cubic Feet

- **Kayak Racks**

Kayak racks may not interfere with spacing between docks and piers. Kayak racks should be installed on the back of the pier or dock when possible and may be placed on the shoreline only when a pier site has a right and is undeveloped. Approved on a case-by-case basis with a height not to exceed three feet (3') from the deck to the top of the kayak. The replacement and/or repair of existing kayak racks will be allowed to maintain their existing footprint and measurements including height.

- **Dock Numbers**

Each dock shall have two (2) number plates on it. One (1) visible from the lake side and one (1) visible from the land side. Each pier shall have two (2) number plates on it. One (1) visible from the lake side and one (1) visible from the point of trail access. Multiple docks must also have a permanent slip designation number or letter affixed to the front fascia at the bow end of the slip. Dock numbers will be a minimum of 2-½ inch black block letter font on an 8-inch x 6-inch minimum white background plate.

Figure 1 Single Slip Dock

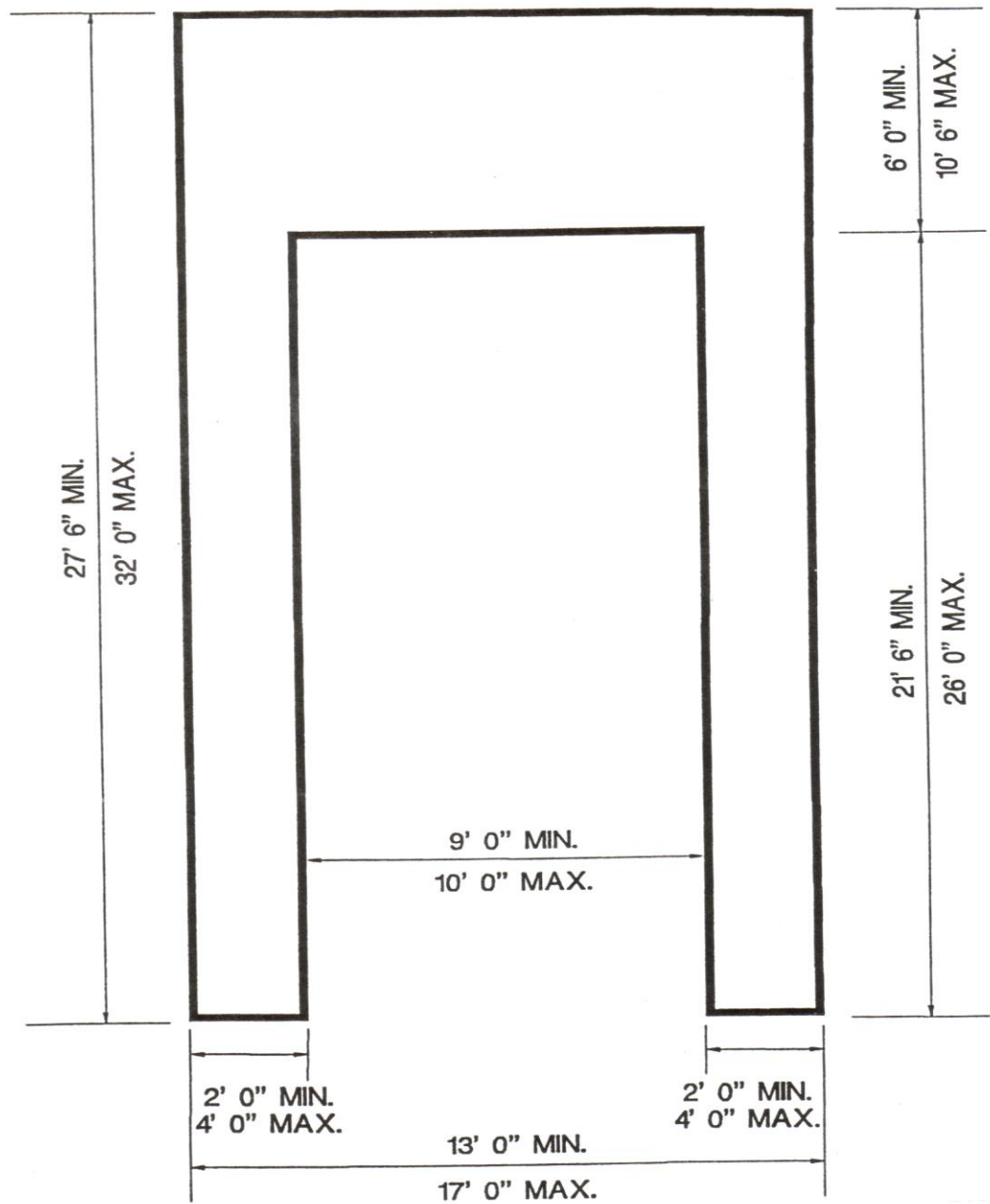


Figure 2 Double Slip Dock

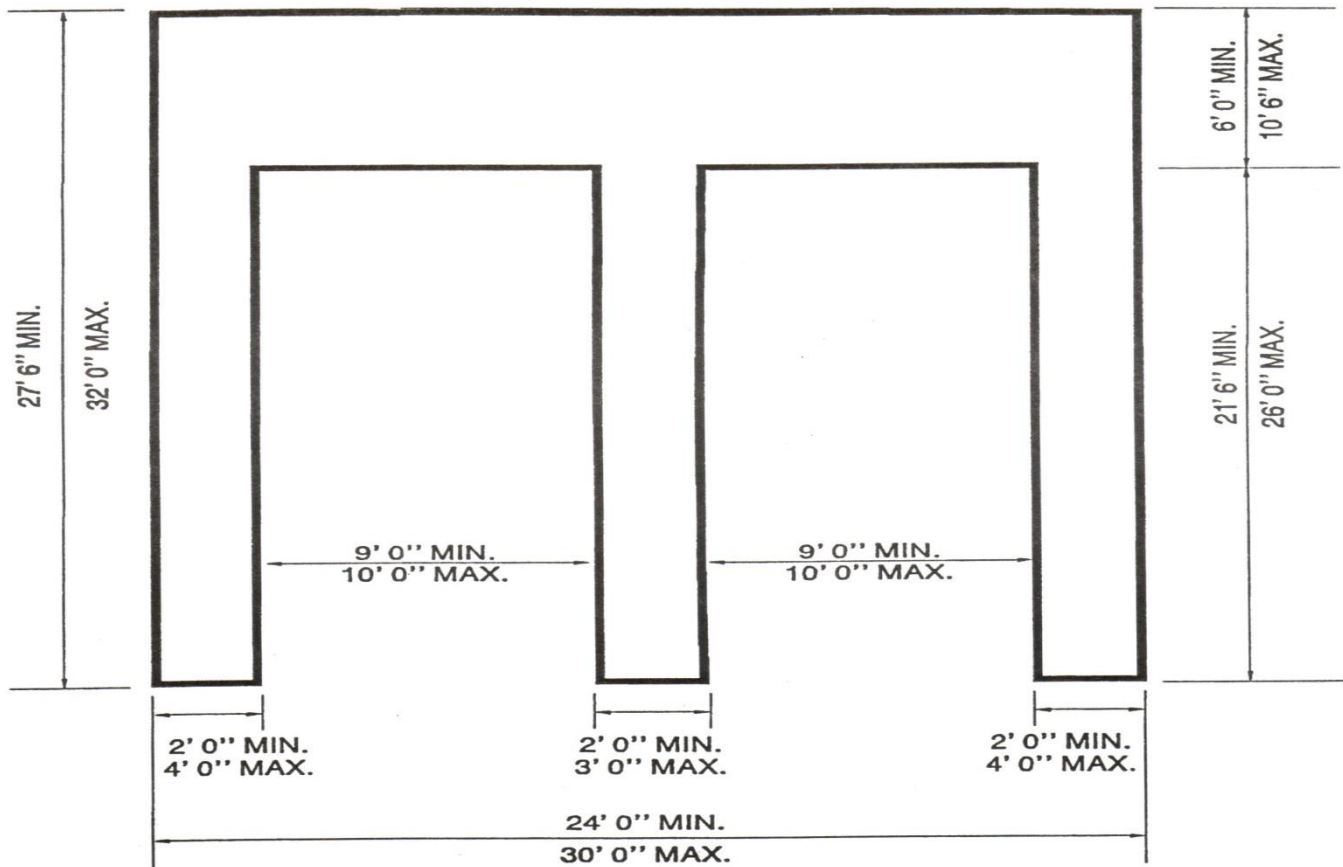


Figure 3 Triple Slip Dock

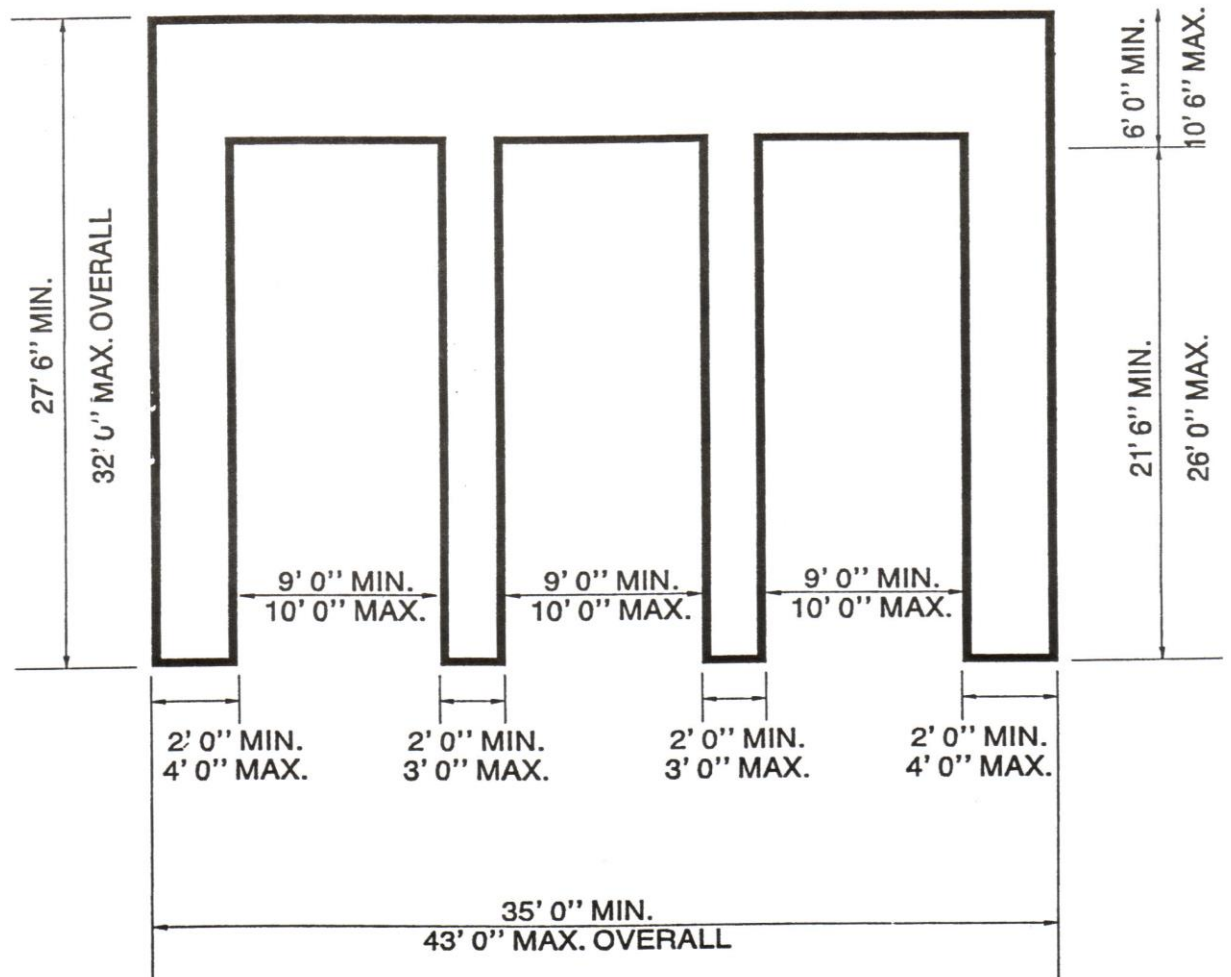


Figure 4 Four Slip Dock (In line)

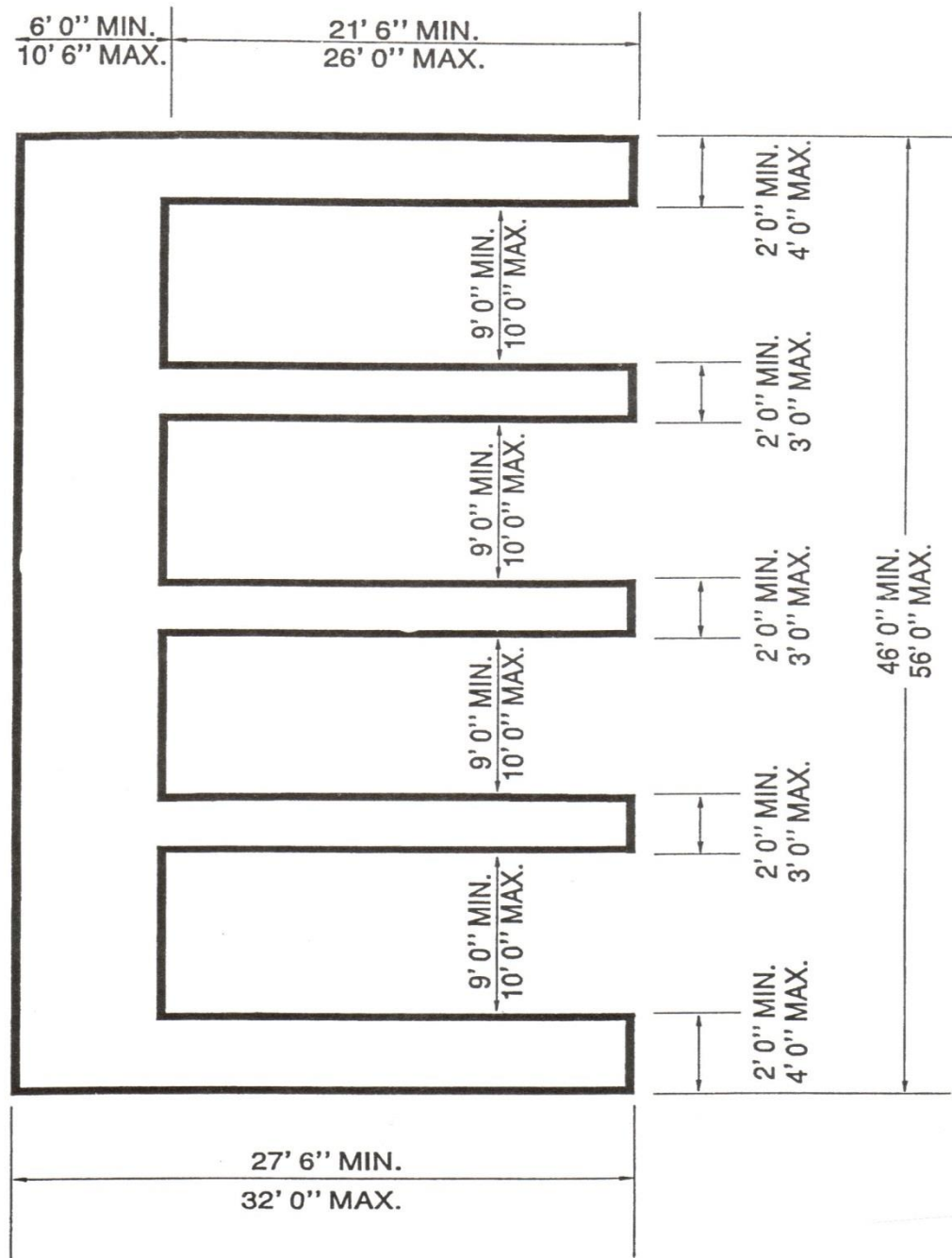


Figure 5 Multiple Slip Dock (Opposed) 6-24 Slips

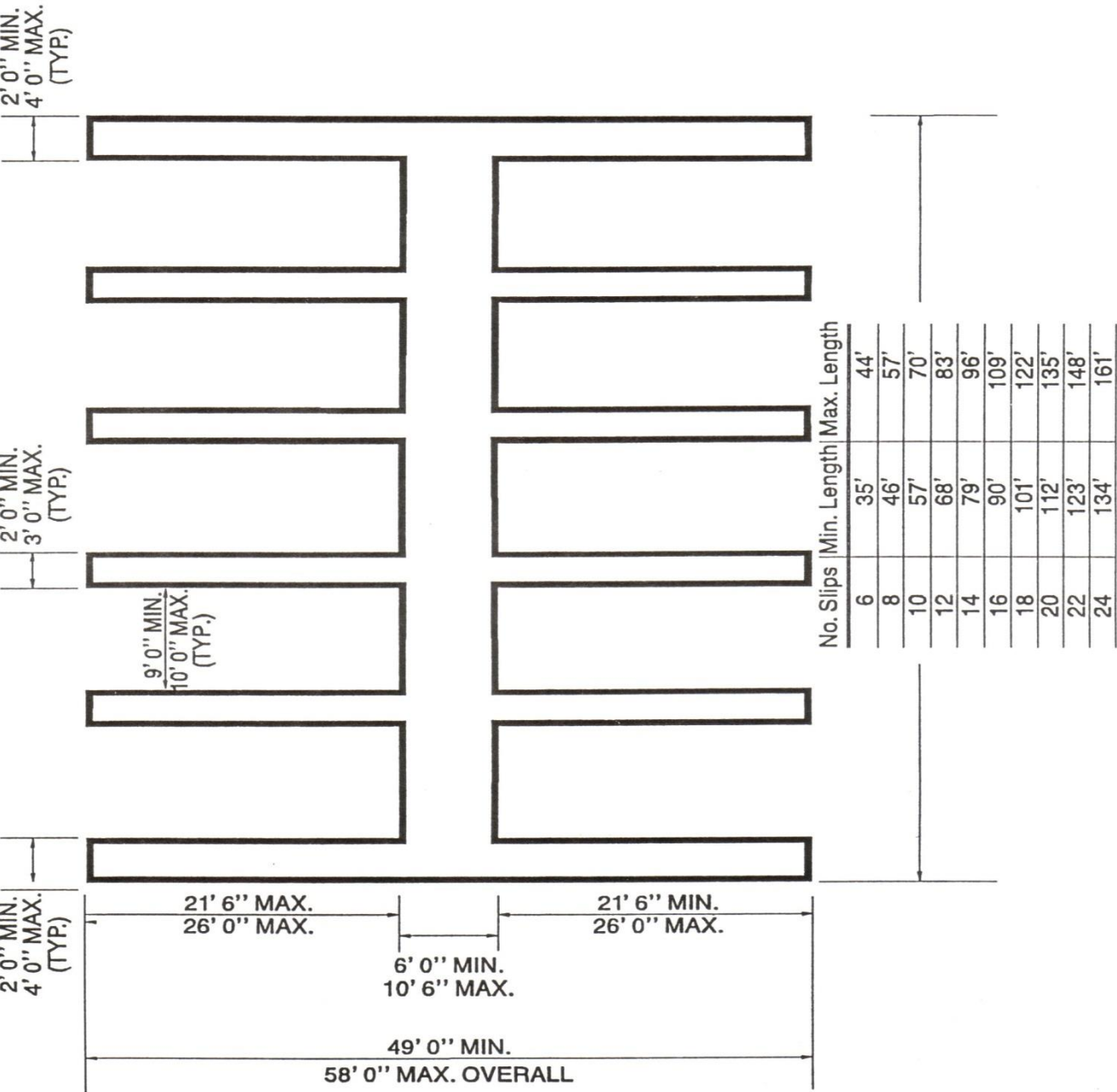
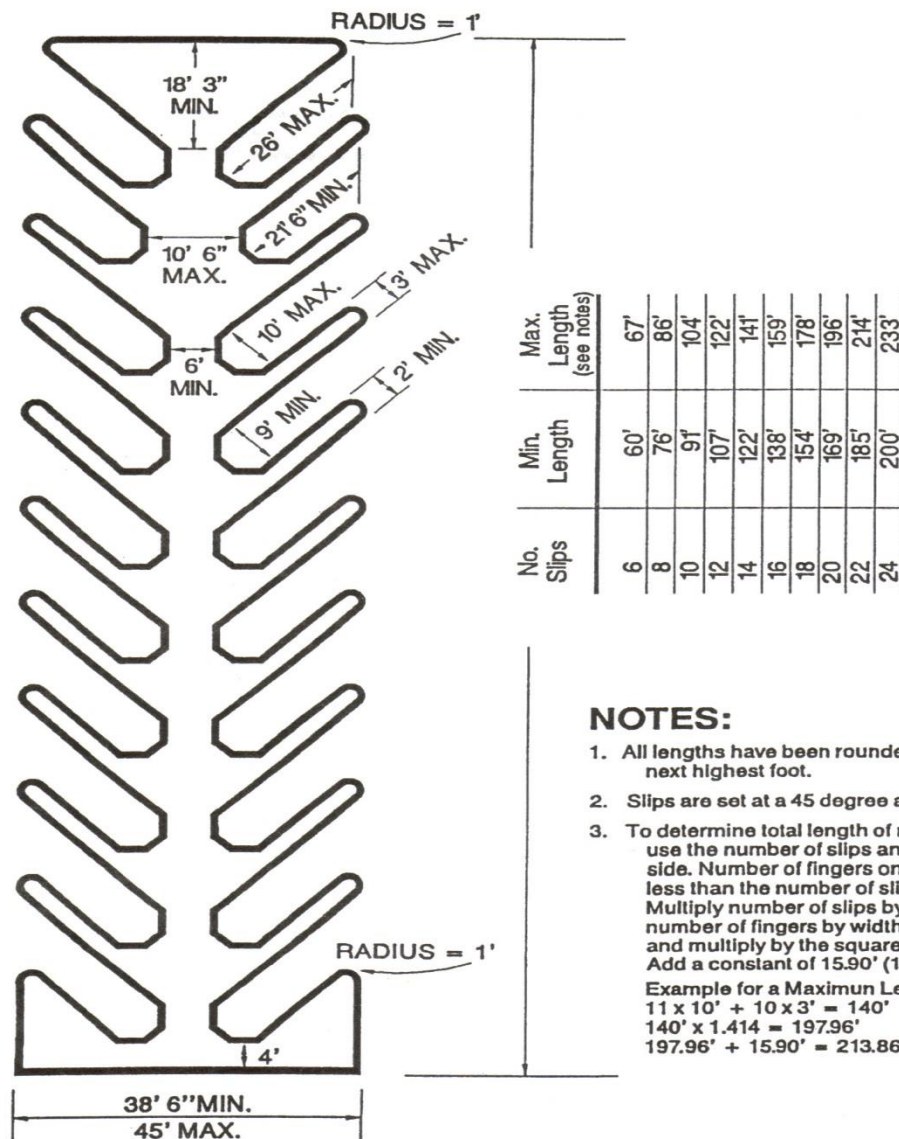


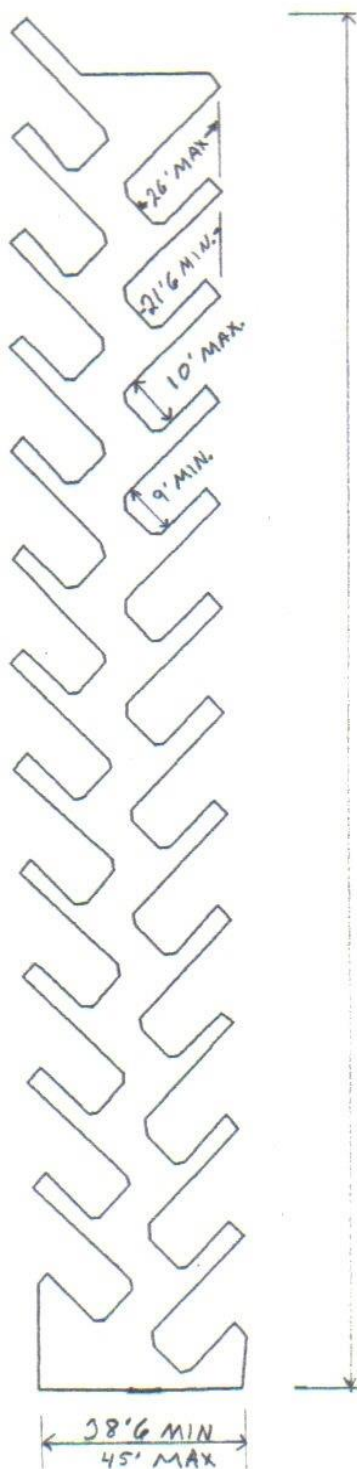
Figure 6 Multiple Slip Dock (Herringbone)



NOTES:

1. All lengths have been rounded up to the next highest foot.
2. Slips are set at a 45 degree angle.
3. To determine total length of multiple dock use the number of slips and fingers on one side. Number of fingers on one side is one less than the number of slips on one side. Multiply number of slips by width plus the number of fingers by width. Add these totals and multiply by the square root of 2 (≈ 1.414). Add a constant of 15.90' (15' 10-3/4").
Example for a Maximum Length 22 Slip Dock
 $11 \times 10' + 10 \times 3' = 140'$
 $140' \times 1.414 = 197.96'$
 $197.96' + 15.90' = 213.86'$ TOTAL LENGTH

Figure 7 Multiple Slip Dock (Offset Herringbone)



No. Slips	Min. Length	Max. Length (see notes)
6	60'	67'
8	76'	86'
10	91'	104'
12	107'	122'
14	122'	141'
16	138'	159'
18	154'	178'
20	169'	196'
22	185'	214'
24	200'	233'

NOTES:

- 1 All lengths have been rounded up to the next highest foot.
- 2 Slips are set at a 45 degree angle.
- 3 To determine total length of multiple dock use the number of slips and fingers on one Side. Number of fingers on one side in one Less than the number of slips on one side. Multiply number of slips by width plus the number of fingers by width. Add these totals and multiply by the square root of 2 (≈ 1.414). Add a constant of 15.90' (15' 10 - 3/4").

Example for a Maximum Length 22 Slip Dock
 $11 \times 10' + 10 \times 3' = 140'$
 $140' \times 1.414 = 197.96'$
 $197.96' + 15.90' = 213.86$ TOTAL LENGTH

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6

Definitions

ALA Datum - 8.05 feet below USGS datum.

ALA Member Access - A Member Access is an improvement for the purpose of providing access on or over ALA property to the member's dock or pier site easement.

ALA Properties - Real properties that belong to the Arrowhead Lake Association (ALA) including the Reserve Strip, Reserve Strip Additions, Buffer Zones and certain Shoreline Parcels.

ALA Registered Contractor - A contractor licensed in the State of California who has provided the Arrowhead Lake Association with a certificate of liability insurance for a minimum of \$1,000,000.00, naming the Association (ALA) as additional insured, provide proof of Worker's Compensation insurance, where applicable, and has paid all required ALA fees.

ALA Registered Dock Contractor - A State of California "A" licensed contractor who is allowed to use a commercial boat or transport materials by boat and has provided the Arrowhead Lake Association with a certificate of liability insurance for a minimum of \$1,000,000.00, including unrestricted marine liability coverage, naming the Association (ALA) as additional insured, has provided proof of Worker's Compensation Insurance and has paid all required ALA fees.

ALA Registered "A" Licensed Contractor - A State of California "A" licensed contractor who has provided the Arrowhead Lake Association with a Certificate of Liability Insurance for a minimum of \$1,000,000.00, naming the Association (ALA) as additional insured, has provided proof of Worker's Compensation Insurance and has paid all required ALA fees.

ALA Trail or Pathway - A pedestrian walkway maintained by ALA.

Boat Lift - Any device within a slip used to raise or hold a boat above the water.

Buffer Zone - Shoreline parcels that are not described in the deeds to Reserve Strip and Reserve Strip Addition properties are commonly referred to as Buffer Zone properties. They include all shoreline properties owned in fee by ALA, other than Reserve Strip and Reserve Strip Addition properties, whether or not encumbered by exclusive easements, non-exclusive easements, or leases. Buffer Zones are strips of land owned by ALA, which touch the lake where there are no Reserve Strips or Reserve Strip Additions.

Building - A roofed and walled structure built for permanent use.

Dock - A floating structure that contains one or more slips.

Dock House - A storage structure consisting of a building.

Gangway - A moveable walkway used to bridge between a stationary pier (platform) and a floating dock.

Garden Wall - An erosion control wall of less than thirty inches (30") in height that must be approved by ALA.

Improved Property - Property that is residential property within Arrowhead Woods that has been improved with the construction of a residence and has been issued a Certificate of Occupancy' by San Bernardino County.

Improvement - Any platform, pier, pier head, wall, utility line, gangway, walkway or stairway, fence, boat lift, slip, dock, dock house, dock box or enclosed area, landscaping, or any other permanent or temporary item (other than moveable furniture) located at, on or near the shoreline of Lake Arrowhead or in or floating on the water, or on property owned by ALA.

Landscaping - Consist of hardscape and soft scape on ALA property.

Maintenance - The process of keeping something in good condition.

Patio - Any area on ALA's property improved for use by a member for seating or other purposes.

Pier (Platform) - A permanent, supported, stationary structure, wider than four feet (4'), used as a landing place or promenade to which a gangway and or walkway is attached usually extending into the lake.

Repair - To restore something to good condition.

Reserve Strip - Certain strips of land bordering the major portion of the lake and lying within the contour lines of 5,122 feet above sea level to 5,132 feet above sea level (ALA datum) as herein defined.

Reserve Strip Addition - Certain strips of land bordering the major part of Lake Arrowhead and lying within the contour lines of 5,100 feet above sea level to 5,122 feet above sea level (ALA datum) all as more particularly described in the reserve deeds listed as follows.

Retaining Wall - An engineered and approved structure of thirty inches (30") or more in height for the purpose of erosion control or tree protection.

Seawall - An engineered and approved structure built at the water line to control shoreline erosion and or tree protection.

Shoreline Parcels - All property owned by ALA that is contiguous to (and under) the waters of Lake Arrowhead, including, but not limited to, the Reserve Strip, Reserve Strip Additions, and Buffer Zones. ALA maintains maps at its office that depicts the ALA properties.

Slip - An improvement utilized for the mooring of one boat on the lake between two fingers of a dock structure, the design, and size of which must be approved by ALA.

Temporary Dock Placement - When a slip is unattached from its permanent mooring and temporarily relocated.

Test Case - A designation used by ALA to identify a temporarily permitted structure or improvement as a special case for which a period of time is allowed for evaluation. During the evaluation period, no other like structure of improvement will be permitted without prior approval. The test period shall be at least one season or a time period designated by the ALA to determine both the esthetic acceptance and structural durability. ALA staff will document such test cases with a memorandum of understanding to be signed by the member. At the conclusion of the test period, the permit shall be considered permanent unless rescinded by ALA at that time.

Walkway - An ALA permitted fixed structure, minimum three feet (3') wide, maximum four feet (4') wide, on ALA property that is designed to provide pedestrian access across the ALA property to a pier or dock, or from a pier to a gangway.

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7 Exhibits: Exhibit A - Application for Improvements

APPLICATION FEES DUE UPON SUBMITTAL



P.O. Box 1119, Lake Arrowhead, CA 92352 * Phone: (909) 337-2595 Fax: (909) 337-6371

APPLICATION FOR IMPROVEMENTS TO RESERVE STRIP and RESERVE STRIP ADDITION and BUFFER ZONES

Office Use Only

Date Received _____

Fee Paid _____

Ins. Cert/Rec'd _____

Application # _____

Name: _____ Date: _____ Phone: _____
(Property Owner)

Mailing Address: _____ Lake Arr. Address: _____

DOCK NO. : _____ Owner's Email: _____ Lot: _____ Tract: _____

Contractor Name: _____ License #: _____

Sub-Contractor Name: _____ License #: _____

Sub-Contractor Name: _____ License #: _____

Sub-Contractor Name: _____ License #: _____

TYPE OF IMPROVEMENTS – Circle all that apply

DOCK: Initial Placement, Enlargement, Modification, Replacement, Repair

PIER: Initial Placement, Enlargement, Modification, Replacement, Repair

WALLS: Seawall, Retaining Wall, Initial Placement, Replacement, Repair

WALKWAY: Replacement, Repair, Initial Placement, Modification

STAIRS: Access Stairs, Extension Stairs, Replacement, Repair, Initial Placement

GANGWAY: Initial Placement, Replacement, Repair

DOCK HOUSE: Initial Placement, Modification, Replacement, Repair

CANOPY/AWNING: Rigid, Soft, Over Dock, Over Pier, Replacement, Repair, Modification, Initial Placement

ELECTRICAL: Wired, Solar, Initial Placement, Repair, Replace

OTHER: _____

AN INSURANCE CERTIFICATE NAMING ALA AS ADDITIONAL INSURED MUST BE SUPPLIED

Owner certifies by the signature hereto that the dimensions on the plans submitted are correct and that the improvements will conform to the approved application and plans. Owner agrees to be bound by the terms and conditions contained in the Conveyance of Revocable License, (a copy of which is attached to the Guidelines) which may be issued if this application is approved. Owner warrants that they are abiding by the CC&R's of record for the tract where the permit is being applied for, and if applicable HOA has agreed to these improvements.

An application fee made payable to ALA must accompany this application.

NOTE: Any work performed prior to approval will be subject to a fine up to SEVEN times the amount of the original application.

Signature of Property Owner _____

Date _____

I certify to Arrowhead Lake Association that the above referenced lot and tract has given me full and express authority to execute this application and agreement on his behalf. I further certify that I have fully discussed with the owner every term of the application that the owner understands the obligation to be bound by the terms set forth herein, and that the owner fully understands each and every obligation owed by the owner to Arrowhead Lake Association.

In consideration for the issuance of a Shoreline Permit by Arrowhead Lake Association, I hereby agree to abide by the terms and conditions of the Arrowhead Lake Association Regulations for Shoreline and Reserve Strip Improvements, as amended from time to time, a copy of which I have received and read.

Date _____ Signature of Owner's Agent/Contractor _____

Date _____ Signature of Contractor _____

Date of Review _____ RESULTS: [] Approved as submitted [] Rejected _____

Approval Date _____ **PERMIT EXPIRES 6 MONTHS AFTER APPROVAL DATE**

ALA Designated Signer: _____

(Revised 7/22/17)

ALA INDEMNITY FORM

ALA requires that the dock slip owner (permittee) sign the following statement which simply says that ALA is not responsible for the actions of the contractor, the workmanship of the contractor, payment of the contract, or any injury to an individual or worker as a result of the work being completed.

TO BE COMPLETED BY PERMITTEE (DOCK SLIP OWNER):

PERMITTEE (dock slip owner) relies solely upon PERMITTEE'S own independent inspection of the quality of the materials used for the workmanship of the shoreline improvement permitted by this approved Permit. PERMITTEE agrees to release, discharge, protect, indemnify, defend and hold free and harmless Arrowhead Lake Association ("ALA") and its respective employees, agents, members, directors and officers, heirs, administrators, successors and assigns from and against any and all claim/s, liabilities, demands and causes of action of all kinds, including, without limitation, claims or liabilities pursuant to California's Mechanics' Lien Law, found at Title XV of California Civil Code, Sections 3082, et seq., workers compensation claims or liabilities, claims or liabilities for payment for services rendered or materials supplied the improvement, claims of property damage, injury, illness or death, arising from any defect in materials or workmanship for, or any conduct of any third party in connection with, the said shoreline improvement. Said indemnity shall include, but not be limited to, actual attorney fees incurred, court costs, discovery costs such as depositions and interrogatories and expert witness fees for reports and/or testimony, as well as any damages.

X

PERMITTEE/SLIP OWNER DATE

TO BE COMPLETED BY CONTRACTOR:

Must provide insurance in the amount of \$1,000,000 commercial comprehensive general liability coverage with ALA listed as 'additional insured', must provide insurance certificate that provides no cancellation without thirty (30) days' prior written notice being given to ALA; must provide certificate of insurance for Workers' Compensation, if applicable. Must provide marine liability insurance naming ALA as an additional insured if the scope of work requires a commercial boat, transporting a boat, or transporting materials by boat. Failure to provide such insurance may result in immediate revocation of permission to work on Lake Arrowhead or the shoreline.

It is understood that the construction will adhere to the submitted plans.

BUILDERS COMPLIANCE TO APPROVED PLANS AND ENGINEERING

I acknowledge that all work shown on plans and engineering will be performed as shown.

By failing to follow these plans, contractor and/or owner-builder will be subject to seven times the permit fees in fines as deemed by the ALA Shoreline Committee for a period of five years, due to any problem that should arise by not following said plans and engineering on design, materials, and workmanship.

X

CONTRACTOR DATE

Exhibit B - License Agreement

LICENSE AGREEMENT

This License Agreement (for Existing Improvements) ("**Agreement**") made effective as of the date of execution hereof by and between ARROWHEAD LAKE ASSOCIATION, a California Non-Profit Corporation, hereinafter referred to as "**Licensor**," and the undersigned owners of real property in Arrowhead Woods in the County of San Bernardino, State of California, hereinafter described as "**Licensee(s)**," who are as follows: (Insert all names exactly as they appear on Grant Deed)

WHEREAS, **Licensee(s)** is the owner of real property in Arrowhead Woods in the County of San Bernardino, State of California, more particularly known as: (Insert complete legal description exactly as it appears on Grant Deed)

WHEREAS, **Licensor** is the owner of the underlying land encompassing Lake Arrowhead, situated in San Bernardino County, California. Additionally, **Licensor** is also the owner of certain real property surrounding Lake Arrowhead more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("**Licensor's Property**").

WHEREAS, **Licensee(s)** has requested to install and maintain certain improvements on a small portion of **Licensor's Property** as more particularly identified on Exhibit B attached hereto and made a part hereof by this reference ("**License Area**").

WHEREAS, **Licensor** is willing to provide **Licensee(s)** a license over the **License Area** for the specific purpose of installing and maintaining those improvements more particularly identified on Exhibit B ("**Improvements**"), provided, however, that the **Improvements** are limited to and for the uses also identified on Exhibit B ("**Use**").

WHEREAS, **Licensor** is willing to convey such license subject to the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Licensor** grants to the **Licensee(s)** a license to install/maintain/repair the **Improvements** over the **License Area** for the specific **Use** identified herein, provided, this **License** is used and maintained by **Licensee(s)**, its successors and assigns, in accordance with and subject to the terms and conditions set forth in this Agreement, the **Licensor's** Bylaws, rules and regulations, membership rules, or any other of **Licensor's** governing

documents (collectively, “**Governing Documents**”), whether now in effect and hereafter promulgated by **Licensor**.

2. **Licensee(s)** shall, at his or her sole cost, obtain all permits and approvals required by any committee, whether an architectural committee or otherwise, that has jurisdiction over the **Improvements** and/or **License Area**.

3. **Licensee(s)** shall comply, and cause the **License Area** and the **Improvements** to comply with all applicable federal, state and local laws, ordinances, regulations and rules. **Licensee** shall further comply, and cause the **License Area** and the **Improvements** to comply, with all of **Licensor’s Governing Documents**, whether in effect at the time of execution of this License Agreement or promulgated by **Licensor** at some time in the future.

4. **Licensee(s)** shall, at all times, maintain the **License Area**, including all **Improvements** thereon, according to the highest standards of maintenance, repair and upkeep, as the same may be determined from time to time by **Licensor** acting in its sole and absolute discretion. **Licensee(s)** may not make any changes to the **License Area** and/or any other improvements located thereon without the prior written approval of **Licensor** (other than the initial **Improvements** approved herein by this License Agreement). If **Licensee(s)** make unilateral improvements to the **License Area** without obtaining such prior written approval from **Licensor** (“**Unilateral Improvements**”) then, in such an event, **Licensor** can remove the **Unilateral Improvements** and/or require **Licensee(s)** to remove said **Unilateral Improvements** or, failing such removal and/or changes acceptable to **Licensor**, **Licensor** can terminate this License Agreement in accordance with paragraph 9 below. The changes to the **License Area** and/or any improvements located thereon requiring the written approval of **Licensor** shall not include the maintenance and repairs specifically described in this paragraph.

5. **Licensee(s)** has relied solely upon **Licensee(s)**’s own independent investigation of the **License Area** and any existing improvements thereon. As an additional consideration for the license herein, **Licensee(s)** agrees to indemnify, defend and hold harmless **Licensor** and its respective Board of Directors, employees, agents, members, and officers from and against any and all claims, liabilities, demands and causes of action of all kinds, including, without limitation, claims of property damage, injury, illness or death, including costs and attorneys’ fees in defense of any such claim asserted against **Licensor** or any of the indemnities arising out of or in connection with this License Agreement, the license granted herein, the **Improvements** installed within the **License Area**, the repair and maintenance of the **Improvements** installed within the **License Area**, and/or the **Use** of the **License Area**.

6. Upon revocation of this License Agreement for any reason, upon demand by the Association, **Licensee(s)** shall, at his or her sole cost and expense, remove all **Improvements** and/or **Unilateral Improvements** constructed upon the **License Area**, unless otherwise agreed to in writing by **Licensor**.

7. The license granted herein is nonexclusive and **Licensor**, its respective Board of Directors, officers, employees and agents may enter and access the **License Area** at any time for whatever purpose **Licensor** deems appropriate. Additionally, members of **Licensor's** association may access the **License Area** for recreational purposes consistent with **Licensor's Governing Documents**.

8. As additional consideration for this License Agreement, **Licensee(s)** use of the **License Area** shall be in compliance with **Licensor's Governing Documents** applicable to **Licensor's Property** now in effect or in effect at any time in the future, as adopted and/or amended from time to time by **Licensor**. In the event that **Licensee(s)**: (a) fails to maintain the **License Area** or the **Improvements** thereon as required by this Agreement; (b) fails to use the **License Area** consistent with the **Use** and/or **Governing Documents**; and/or (c) make any **Unilateral Improvements** in the **License Area** without first obtaining **Licensor's** prior written approval thereon, then in such an event, **Licensor** shall provide written notice identifying the violation and giving **Licensee(s)** a minimum of thirty (30) days to cure such default. In the event **Licensee(s)** fail to cure the default described in such written notice within the applicable time period provided by **Licensor**, then **Licensor** may terminate this License Agreement without further notice by recording a Termination of License which identifies this Agreement, with the County Recorder's Office for the County of San Bernardino, a copy of which shall be thereafter provided to **Licensee(s)**.

9. Any notice to **Licensee(s)** to be given pursuant to this Agreement shall be given to **Licensee(s)** at the address of record on file with **Licensor's** office or to such other address for providing such notices as may, from time to time, be provided by **Licensee(s)** to **Licensor**, in writing, requiring a return receipt acknowledgement that **Licensor** has received same.

10. The parties hereto shall execute, acknowledge and deliver such other documents and instruments as are reasonably necessary to carry out the intent and purposes of this Agreement.

11. All of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

12. In the event that any arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions. As used in this Agreement, attorneys' fees shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or rule of court.

13. This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California. In the event that this Agreement must be enforced by arbitration or a court of law, the parties hereby agree that the said action shall be arbitrated or tried in San Bernardino County, California.

14. Any claim, controversy or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS) Rules of Practice and Procedure then in effect, except that the parties shall be entitled to only such discovery as is permitted by Code of Civil Procedure § 1283.05 and any amendment thereto or successor statutes. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he/she shall deem proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.

15. This Agreement may be executed in two or more counterparts. Each counterpart shall be deemed an original instrument as against the party who signed it.

16. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or oral, express or implied, of any type whatsoever. Each of the parties hereto acknowledges that neither any other party hereto nor any agent or attorney or any other party whomsoever has made any promise, representation or warranty whatever, express or implied, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and acknowledges and warrants that this Agreement is not being executed by such party in reliance on any promise, representation or warranty not contained herein.

LICENSOR:

**ARROWHEAD LAKE ASSOCIATION
a California Non-Profit Corporation**

BY:

Signatures below must be exactly as Licensee(s) names set forth hereinabove and as they appear on Grant Deed to real property.

LICENSEE(S):

(Grant Deed Owner Signature)

(Grant Deed Owner Signature)

LICENSE AGREEMENT
(All Improvements with Extension Stairs)

This License Agreement (for Existing Improvements) ("**Agreement**") made effective as of the date of execution hereof by and between ARROWHEAD LAKE ASSOCIATION, a California Non-Profit Corporation, hereinafter referred to as "**Licensors**," and the undersigned owners of real property in Arrowhead Woods in the County of San Bernardino, State of California, hereinafter described as "**Licensee(s)**," who are as follows: (Insert all names exactly as they appear on Grant Deed)

WHEREAS, Licensee(s) is the owner of real property in Arrowhead Woods in the County of San Bernardino, State of California, more particularly known as: (Insert complete legal description exactly as it appears on Grant Deed)

WHEREAS, **Licensors** is the owner of the underlying land encompassing Lake Arrowhead, situated in San Bernardino County, California. Additionally, **Licensors** is also the owner of certain real property surrounding Lake Arrowhead more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("**Licensors' Property**").

WHEREAS, **Licensee(s)** has requested to install and maintain certain improvements on a small portion of **Licensors' Property** as more particularly identified on Exhibit B attached hereto and made a part hereof by this reference ("**License Area**").

WHEREAS, **Licensors** is willing to provide **Licensee(s)** a license over the **License Area** for the specific purpose of installing and maintaining those improvements more particularly identified on Exhibit B ("**Improvements**"), provided, however, that the **Improvements** are limited to and for the uses also identified on Exhibit B ("**Use**").

WHEREAS, **Licensors** is willing to convey such license subject to the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Licensors** grants to the **Licensee(s)** a license to install/maintain/repair the **Improvements** over the **License Area** for the specific **Use** identified herein, provided, this **License** is used and maintained by **Licensee(s)**, its successors and assigns, in accordance with and subject to the terms and conditions set forth in this Agreement, the **Licensors' Bylaws**, rules and regulations, membership rules, or any other of **Licensors' governing documents** (collectively, "**Governing Documents**"), whether now in effect and hereafter promulgated by **Licensors**.

2. **Licensee(s)** shall, at his or her sole cost, obtain all permits and approvals required by any committee, whether an architectural committee or otherwise, that has jurisdiction over the **Improvements** and/or **License Area**;

3. **Licensee(s)** shall comply, and cause the **License Area** and the **Improvements** to comply with all applicable federal, state and local laws, ordinances, regulations and rules. **Licensee** shall further comply, and cause the **License Area** and the **Improvements** to comply, with all of

Licensor's Governing Documents, whether in effect at the time of execution of this License Agreement or promulgated by **Licensor** at some time in the future;

4. **Licensee(s)** shall, at all times, maintain the **License Area**, including all **Improvements** thereon, according to the highest standards of maintenance, repair and upkeep, as the same may be determined from time to time by **Licensor** acting in its sole and absolute discretion. **Licensee(s)** may not make any changes to the **License Area** and/or any other improvements located thereon without the prior written approval of **Licensor** (other than the initial **Improvements** approved herein by this License Agreement). If **Licensee(s)** make unilateral improvements to the **License Area** without obtaining such prior written approval from **Licensor** ("**Unilateral Improvements**") then, in such an event, **Licensor** can remove the **Unilateral Improvements** and/or require **Licensee(s)** to remove said **Unilateral Improvements** or, failing such removal and/or changes acceptable to **Licensor**, **Licensor** can terminate this License Agreement in accordance with paragraph 9 below. The changes to the **License Area** and/or any improvements located thereon requiring the written approval of **Licensor** shall not include the maintenance and repairs specifically described in this paragraph;

5. **Licensee(s)** has relied solely upon **Licensee(s)**'s own independent investigation of the **License Area** and any existing improvements thereon. As an additional consideration for the license herein, **Licensee(s)** agrees to indemnify, defend and hold harmless **Licensor** and its respective Board of Directors, employees, agents, members, and officers from and against any and all claims, liabilities, demands and causes of action of all kinds, including, without limitation, claims of property damage, injury, illness or death, including costs and attorneys' fees in defense of any such claim asserted against **Licensor** or any of the indemnities arising out of or in connection with this License Agreement, the license granted herein, the **Improvements** installed within the **License Area**, the repair and maintenance of the **Improvements** installed within the **License Area**, and/or the **Use** of the **License Area**.

6. Upon revocation of this License Agreement for any reason, upon demand by the Association, **Licensee(s)** shall, at his or her sole cost and expense, remove all **Improvements** and/or **Unilateral Improvements** constructed upon the **License Area**, unless otherwise agreed to in writing by **Licensor**;

7. The license granted herein is nonexclusive and **Licensor**, its respective Board of Directors, officers, employees and agents may enter and access the **License Area** at any time for whatever purpose **Licensor** deems appropriate. Additionally, members of **Licensor's** association may access the **License Area** for recreational purposes consistent with **Licensor's Governing Documents**.

8. As additional consideration for this License Agreement, **Licensee(s)** use of the **License Area** shall be in compliance with **Licensor's Governing Documents** applicable to **Licensor's Property** now in effect or in affect at any time in the future, as adopted and/or amended from time to time by **Licensor**. In the event that **Licensee(s)**: (a) fails to maintain the **License Area** or the **Improvements** thereon as required by this Agreement; (b) fails to use the **License Area** consistent with the **Use** and/or **Governing Documents**; and/or (c) make any **Unilateral Improvements** in the **License Area** without first obtaining **Licensor's** prior written approval thereon, then in such an event, **Licensor** shall provide written notice identifying the violation and giving **Licensee(s)** a minimum of thirty (30) days to cure such default. In the event **Licensee(s)** fail to cure the default described in such written notice within the applicable time period provided

by **Licensor**, then **Licensor** may terminate this License Agreement without further notice by recording a Termination of License which identifies this Agreement, with the County Recorder's Office for the County of San Bernardino, a copy of which shall be thereafter provided to **Licensee(s)**.

9. Any notice to **Licensee(s)** to be given pursuant to this Agreement shall be given to **Licensee(s)** at the address of record on file with **Licensor's** office or to such other address for providing such notices as may, from time to time, be provided by **Licensee(s)** to **Licensor**, in writing, requiring a return receipt acknowledgement that **Licensor** has received same.

10. **Licensee(s)** understands and agrees that the use of extension stairs is only allowed in Lake Arrowhead pursuant to ALA's Low Lake Level Plan and any gangway/stairs affixed to extension stairs must be repositioned when lake levels change. In addition, **Licensee(s)** understand(s) and agrees that **Licensee(s)** will not move gangway/stairs without prior approval from ALA.

11. The parties hereto shall execute, acknowledge and deliver such other documents and instruments as are reasonably necessary to carry out the intent and purposes of this Agreement.

12. All of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

13. In the event that any arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions. As used in this Agreement, attorneys' fees shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or rule of court.

14. This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California. In the event that this Agreement must be enforced by arbitration or a court of law, the parties hereby agree that the said action shall be arbitrated or tried in San Bernardino County, California.

15. Any claim, controversy or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS) Rules of Practice and Procedure then in effect, except that the parties shall be entitled to only such discovery as is permitted by Code of Civil Procedure § 1283.05 and any amendment thereto or successor statutes. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he/she shall deem proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.

16. This Agreement may be executed in two or more counterparts. Each counterpart shall be deemed an original instrument as against the party who signed it.

17. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or oral, express or implied, of any type whatsoever. Each of the parties hereto acknowledges that neither any other party hereto nor any agent or attorney or any other party whomsoever has made any promise, representation or warranty whatever, express or implied, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and acknowledges and warrants that this Agreement is not being executed by such party in reliance on any promise, representation or warranty not contained herein.

LICENSOR:

ARROWHEAD LAKE ASSOCIATION

A California Non-Profit Corporation

BY:

Signatures below must be exactly as Licensee(s) names set forth hereinabove and as they appear on Grant Deed to real property.

LICENSEE(S):

(Grant Deed Owner Signature)

(Grant Deed Owner Signature)

Exhibit C - Approved Job Notice

DOCK # _____ **PERMIT #** _____

DATE ISSUED _____ **DATE EXPIRES** _____

APPROVAL NOTICE

**THIS SHORELINE IMPROVEMENT HAS BEEN APPROVED
BY ARROWHEAD LAKE ASSOCIATION**

**** ALA MUST BE CONTACTED WHEN JOB IS COMPLETED****

PERMIT CARD MUST BE POSTED ON THE PIER SITE FACING THE LAKE

Exhibit D - Standard Color Specifications

Earth tones of paint, semi-transparent stain, solid-bodied stain, or clear sealers are preferred. Colors must blend with surrounding area. Black (all metal work), white (dock houses, railings, dock boxes and fascia) and darker shades of blue, brown, green, grey, tan and like colors will be approved.

Any deviation from the above colors must be submitted to the Shoreline Committee for approval prior to the commencement of such painting.

Multiple configuration docks must be of one consistent color.

Exhibit E - Expedited Permit (Work Less Than \$3,500.00)



P.O. Box 1119, Lake Arrowhead, CA 92352
Phone: (909) 337-2595 Fax: (909) 337-6371 Website: ala-ca.org

APPLICATION FOR EXPEDITED PERMIT FOR IMPROVEMENTS TO RESERVE STRIP OR OTHER ALA PROPERTIES

Name: _____ Date: _____
(Property Owner)

Mailing Address: _____ Phone: _____
_____ Zip: _____

Physical Address: _____ Lot: _____ Tract: _____

Dock No.: _____ Start Date: _____ Estimated Completion Date: _____

Contractor: _____ License No.: _____ Phone: _____

WORK TO BE PERFORMED

(____) Painting/Staining – (Color) _____ (if sanding or scraping, particles must not fall into the lake)

Items to be Painted _____

(____) Minor Repairs (less than \$3,500) (Description of improvements): _____

(____) Dock Accessories (Specify): _____

(____) Other Work (Describe): _____

Owner certifies that all work performed will be in accordance with the terms and conditions of the Regulations for Improvements on Arrowhead Lake Association Properties by Members, as amended from time to time, a copy of which the owner received. Owner further certifies that if the scope of work approved is exceeded, then ALA may assess a fee and/or fine as deemed appropriate by the Shoreline Improvements Committee.

Signature of Property Owner

Date

I certify to Arrowhead Lake Association that the owner of the above referenced lot and tract has given me full and express authority to execute this application and agreement on his behalf. I further certify that I have fully discussed with the owner every term of this application; that the owner understands the obligation to be bound by the terms set forth herein, and that the owner fully understands each and every obligation owed by the owner to Arrowhead Lake Association.

Signature of the Owner's Agent

Date

ALA REVIEW & APPROVAL: _____
Date

ALA Staff Member/Title

PERMIT EXPIRES 6 MONTHS AFTER APPROVAL DATE

Exhibit F - Slip Ownership Rules

Slip Ownership Rules

Amended by the Board of Directors 2010-10-23

1. OWNERSHIP:

- A. An owner of improved residential real property shall only be allowed one slip for that property.
- B. If a property owner presently owns more than one slip attached to one property, ALA will recognize an exception to the above rule, but only for so long as said slips remain attached to said property. In the event any of said slips are transferred away from such property, the exception will terminate as to those slips so transferred, but remain as to the balance of slips attached to said property for which the exception was recognized.
- C. The term "residential real property" is defined to include a subdivided lot or parcel of land within Arrowhead Woods. In the context of the above rules, the term "slip" shall mean both physical and/or slip rights.
- D. "IMPROVED RESIDENTIAL REAL PROPERTY" is property that:
 - 1. is Residential Property within Arrowhead Woods,
 - 2. has been improved with the construction of a "Residence" and
 - 3. has been issued a "Certificate of Occupancy" by San Bernardino County.

2. ANNUAL DUES/FEES:

- A. Each slip owner shall be subject to ALA annual membership dues and license fees in advance for each slip.
- B. From time to time the Board of Directors shall fix by resolution the amount of the annual slip license fee to be paid by each slip owner, which amount shall be payable by each slip owner in the next succeeding annual license fee period. The membership and license fee period shall commence April 1st of each year and shall terminate on March 31st of the next succeeding year.
- C. Annual membership and/or slip license fees shall not be refundable for any reason whatsoever, including, but not limited to cancellation of membership and /or license for violation of any of the rules provided herein, or for interruption or prohibited use of the Lake during said annual period, or for enforcement of any lien upon said slip or slips as hereinafter provided.

3. SLIP AND DOCK PLANS:

Slip owners shall submit to ALA for its written approval all plans for the location, construction, alteration, remodeling or changes of said owners slip. The size, construction, plan and details of docks and slips shall conform to The Regulations for Shoreline and Reserve Strip Improvements promulgated from time to time by ALA for docks and slips at the Lake and on file in the offices of

ALA located at Lake Arrowhead, California; and, in any and all events, no such construction, alteration, remodeling, or change shall commence without prior written approval of ALA.

4. RELOCATION OF SLIP:

ALA shall at all times have the right to require the relocation and/or alteration of the slip and/or assigned boat slip when reasonably necessary for Improvements of mooring facilities on, or access to, the lake. ALA shall, except in case of a slip or slip right for lakefront lots, have the right to require the substitution of a slip in a multiple slip dock in lieu of any other configurations.

5. REPAIRS AND MAINTENANCE:

- A. Each slip owner shall, at said owner's cost and expense, maintain and keep in good order, condition and repair, (herein collectively referred to as Maintain) the slip, dock, and any and all incidental Improvements and/or fixtures associated with said slip (herein, individually and collectively referred to as Improvements) located upon the dock, Reserve Strip, Reserve Strip Additions or Buffer Zones; and owner shall comply with all rules and regulations in reference thereto from time to time promulgated by ALA for the safety, protection, welfare and enjoyment of the Lake by slip owners and others. The slip owner shall also paint the slip in such color as is designated from time to time by ALA.
- B. In the event a slip owner shall fail to Maintain said Improvements within thirty (30) days from the date of mailing of written notice from ALA advising owner of the need of such repairs, maintenance or Improvements, the ALA may, but shall not be obligated to, (i) repair such Improvements or have such repairs performed at the slip owner's sole cost and expense, and/or if necessary, (ii) remove such improvement for such repairs, maintenance or Improvements, or, in the alternative, at the discretion of ALA, (iii) terminate the slip license and remove, or otherwise prevent the use of any such Improvements, at the slip owner's sole cost and expense. The slip owner shall also comply with all laws, rules and regulations of any governmental authority applicable to maintenance of said Improvements and shall indemnify, defend and hold ALA harmless from any claim, action or causes of action arising therefrom.
- C. Except with the express written consent of ALA, no slip owners shall in any and all events, construct, alter or modify, or cause or be constructed, altered or modified, upon any Reserve Strip, Reserve Strip Additions or Buffer Zones, any structure.

6. SHORELINE VIOLATION PROCEDURES:

- A. The Shoreline Inspector will conduct random and annual inspections, of pier sites, around the lake, to identify any docks, piers, gangways and any property, that is on the ALA easement, that are in need of repair, and are deemed urgent and necessary to maintain the lakes desired esthetics.
- B. After the needed repairs are identified, a "Notice of Violation" will be sent to the member. The member is afforded thirty (30) days, in which to respond to the letter, with either an application or a request for a hearing, to appeal to the Shoreline Committee. If neither option is exercised, the member will then be subject to the "Shoreline Inspection Fine Schedule".

SHORELINE INSPECTION FINE SCHEDULE

	<u>Period</u>	<u>Cumulative</u>
1.) 0 to 30 days	No Fine	\$0
2.) 31 to 60 days	\$250	\$250
3.) 61 to 90 days	\$500	\$750
4.) 91 to 120 days	\$750	\$1,400
5.) 120 days +	\$2,500	\$4,000

- C. The Shoreline Staff will be in communication with the members, via email and registered mail, to work with them, on answering all their questions, and helping them turn in the required documentation, and fees associated with their applications. All communications with members, who have violations, will be noted on the violation spreadsheet, and in the notes section, of the "Shoreline Permit Applications Spreadsheet".
- D. After the member receives their permit; the member is given six (6) months to complete the repairs. The Shoreline Department will contact the member thirty (30) days prior to their permit expiration date, with a "Follow Up on Violation Letter", to verify if repairs have been completed.
- E. If the member fails to request an extension, and their permit expires, they will receive the "Expired Permit Fine Schedule", and be given two (2) weeks to respond, before receiving the first of the fines, on the schedule.
- F. If the member does request an extension or respond within the above given time frame, they will be given a three (3) month extension, to get the repairs completed. If the extension date expires, the member will then, once again, be subject to the "Expired Permit Fine Schedule", and may be called for a hearing, at any time, at the discretion of the Shoreline Committee.
- G. The Shoreline Department will keep a spreadsheet, of the violations, and status, from beginning to end of the process, until the repairs have been completed. All cases, will be reviewed, on a case-by-case basis, and may be given exemption considerations, if accepted by the General Manager/Lake Supervisor/Shoreline Committee.

7. DESCRIPTION OF MAINTENANCE:

The annual and regular maintenance which shall be included under these rules shall be as follows:

- A. Paint surfaces at two (2) year intervals, but more often if condition due to weather dictates;
- B. Replace/repair corroded flotation devices;
- C. Re-affix/replace tie-down hardware;
- D. Inspect/repair/replace jacks;
- E. Repair/replace/re-paint broken/rotted timbers/decking;
- F. Repair/replace gangways/railings;

- G. Re-affix/replace side padding;
- H. Replace popped up nails with screw nails;
- I. Re-affix/repair bracing bars and chains and attachments;
- J. Snow removal;
- K. Emergency repairs of any nature;
- L. Maintain dock boxes
- M. The foregoing list is descriptive only, and such maintenance and repairs and additions and deletions thereto shall be in the sole discretion of ALA.

8. INDEMNIFICATION:

By accepting the slip license, each slip owner does agree to save, defend, hold harmless and indemnify ALA against any and all damages, injury, claims, demands, costs, attorney's fees, expenses, liens, actions, and causes of action of every kind, nature and description, whether known or unknown, suspected or unsuspected, for damage and/or harm to person, property, or property rights asserted against ALA in any way caused or arising, directly or indirectly, from;

- A. The use, maintenance, construction or removal of any of the owner's Improvements.
- B. The use or occupancy of any portion of the Reserve Strip, Reserve Strip Additions, or Buffer Zone by ALA in connection with the maintenance or removal of any of said slip owner's Improvements.
- C. Conduct of the slip owner and his spouse and minor children, as well as that of slip owner's guests, permittees, invitees and their spouses, any minor children and the property of any of them, caused or in any way arising from the use of the owner's, or anyone else's Improvements.

9. TRANSFER FEES:

- A. ALA shall not be required to transfer ownership of any Improvements sold or conveyed by a slip owner on the books or records of ALA, or to allow the exercise of any rights or privileges of slip license on account thereof to any purported transferee or to any persons claiming under them, unless or until all dues, fees, any real property taxes and assessments and charges due to ALA pursuant to all ALA rules and regulations are paid, at the time and in the manner provided herein.
- B. Each such conveyance or transfer shall be subject to the payment to ALA of a transfer fee in an amount the Board of Directors shall from time to time determine, and no transfer will be completed or slip license transferred unless and until all applicant transferees fully and completely execute and return to the ALA office the Release of Pier Site Easement for, the slip/dock, where applicable, a revocable license for other shoreline Improvements which forms shall be provided by ALA.

- C. Any transfer shall be in accordance with the rules and regulations of the ALA as promulgated from time to time.

10. LIEN:

The amount of ALA member dues and license fees, plus any other charges thereon, such as interest when delinquent, charges pursuant to Paragraph 4 or 6, and costs of collection (including attorney fees), if any, shall constitute and become a lien upon the slip and/or dock and all real property interest appurtenant thereto and used in connection therewith, then the Board of Directors causes to be recorded with the County Recorder of San Bernardino a Notice of Delinquency which shall state the amount of such delinquency, including such other charges, a description of the slip and/or dock and real property appurtenant thereto which is involved, and the name of the record owner thereof. Such notice shall be signed by an officer of ALA on behalf of ALA. Upon payment of said delinquency, including all charges, fees and interest thereon, as well as the cost of such notice or other satisfaction thereof, the Board of Directors shall cause to be recorded to further notice stating the satisfaction and the release of the lien thereof.

11. PRIORITY OF LIEN:

Such lien shall be prior to all other liens recorded subsequent to said Notice of Delinquency.

12. LIEN ENFORCEMENT:

The lien provided for herein may be enforced by sale by ALA, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the noticed delinquency in accordance with the provisions of Section 2924, 2924(b) and 2924(c) of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The remedy provided herein shall be in addition to and not exclusive of any other remedy available to ALA for enforcement of collection.

13. OTHER REMEDIES ON DEFAULT:

- A. Except as provided in Paragraph 19 related to Termination of Pier Site Easements, in addition to the remedies otherwise provided for in these rules and/or other ALA governing documents, in the event that slip owner should be in default of or violate any of the rules herein, (herein Defaulting Owner) ALA may undertake an administrative remedy as follows:
1. Give notice to the Defaulting Owner of ALA's intent to hold a hearing by the Board of directors pertaining to the default or violation. Such notice shall be given not less than fourteen (14) days prior to the date set for such hearing.
 2. Conduct such hearing pertaining to the alleged default or violation. A Defaulting Owner shall have the right to be present in person and by counsel if desired. The Defaulting Owner shall have the right to present evidence on said owner's behalf and to examine witnesses against said owner.
 3. Following such hearing, in the event it is determined that the Defaulting Owner is guilty of a default or violation, the ALA may:

- a. Impose such fine or penalty, including termination of membership and/or slip owner rights, as the Board of Directors deems just and reasonable under the circumstances; or
 - b. Terminate all rights and interests of the Defaulting Owner in and to such slip, slip and dock and/or Improvements, except that the defaulting owner shall have the right, within no less than a thirty (30) day period determined by the Board of Directors, commencing with the date the owner is notified of such determination by ALA, to remove from the Lake the slip, dock or other Improvement, or to cause said slip, dock or other Improvement to be sold to one who is qualified for a slip license in accordance with Article II, Section A of the By-Laws of ALA.
 - c. In the event the Defaulting Owner shall fail to either remove the slip, dock, or other Improvement or cause same to be sold as provided hereinabove, then:
 - (i) ALA shall have the right, at its option, to cause the slip, dock, or other improvement, to be sold for the account of the defaulting owner at a noticed sale. For this purpose, ALA shall advertise the slip for sale as required by law in the newspaper of general circulation for Arrowhead Woods and may accept the highest offer obtained from such advertising, but only for a person otherwise qualified to own said slip pursuant to ALA's then applicable bylaws, rules and regulations, (herein a qualified buyer), or ALA itself. Upon such acceptance by ALA, title in the slip shall vest in the purchaser thereof. The proceeds of such sale shall be disbursed as follows: first, to pay the cost of any repairs to such slip and dock done by ALA; second, to pay the costs of sale, including, but not limited to, an administrative fee as determined by the Board of Directors from time to time in accordance with applicable California law, advertising and commissions, if any; third to pay any sum owing to ALA from the Defaulting Owner; and the remainder, if any, shall be paid to the Defaulting Owner; or
 - (ii) In addition to the remedy provided at (i) above, if the slip is part of a dock wholly owned by the defaulting owner as shown by ALA's records, ALA shall have the right, but not the obligation, to: remove the slip from the lake. In so doing, ALA shall have the right to remove and demolish the slips as ALA, in its sole and absolute discretion, deems necessary to accomplish such removal and dispose of the slip as refuse; or
 - (iii) ALA shall at all times have the right to enter upon the slip, dock and other property to accomplish any removal for sale purposes and shall be held harmless by the defaulting owner from liability of any kind or nature arising therefrom.
 - (iv) All costs and expenses of removal pursuant to these rules shall be charged to the Defaulting Owner and paid to ALA forthwith upon demand.
- B. The remedies of ALA herein shall be cumulative of any other remedies available to ALA. The failure of ALA to exercise or elect any remedy shall not constitute a waiver thereof. In any action brought to enforce these Rules, the By-Laws of Arrowhead Lake Association, or to enforce the terms of a Release of Pier Site Easement or Revocable License, the prevailing party to any such action shall be entitled to reasonable attorney's fees in addition to costs.

14. NOTICES:

- A. Any and all notices, demands, instructions, and communications which should be or it is desired to be given pursuant to these rules, may be given (as an alternative to personal service) in writing by registered or certified United States mail, return receipt requested, postage prepaid, or by telegraphic communication, address to ALA as follows:

**ARROWHEAD LAKE ASSOCIATION
POST OFFICE BOX 1119, LAKE ARROWHEAD, CALIFORNIA 92352
ATTENTION: GENERAL MANAGER**

and addressed to a slip owner at the address shown on the records of ALA as the last recorded address thereon of the said owner.

- B. The effective date of all such communications shall be the date of mailing if given by registered or certified mail, as evidenced by the official registration thereof in the United States Post Office records, or the date the telegraphic communication is filed with the telegraph office, if given in that manner.
- C. The giving of any such notice, demand or instructions by either of said methods of communication shall be deemed to be and shall constitute good and sufficient service thereof for all purposes.
- D. In lieu of giving any such notice, demand or instruction by said methods of communication, or either of them, a slip owner or ALA may serve any such notice, demand or instruction personally on the other party.

15. TAXES AND ASSESSMENTS:

Each slip owner shall pay all lawful taxes and assessments levied against or upon the slip and/or dock by the state or any county, city or any other body having authority to levy taxes and/or assessments.

16. MODIFICATIONS AND AMENDMENTS:

The Board of Directors may make modifications of and amendments to the Slip Ownership Rules at any meeting of the Board of Directors in accordance with the By-Laws of ALA.

17. MULTI-PRIVATE DOCK RULES:

- A. A multiple dock is defined as a dock configuration containing four or more slips.
- B. CLASSIFICATION: A slip owner in a multi-private dock is a regular member of ALA and subject to all the rules and regulations as set forth in ALA Slip Owner Rules, but with the additional rights and obligations as set forth in the Multi-Private Slip Rules.
- C. MULTI-PRIVATE SLIP OWNERS' ASSOCIATION:
1. All slip owners in a multi-private dock on Lake Arrowhead are strongly encouraged to form "Dock Owners' Associations" and appoint a person or firm empowered to perform or contract for the performance of regular maintenance of multi-private dock slips and common areas. The Dock Owners' Association must include the following:

- a. Owners' Association agreement, in writing signed by 51% or a majority of owners of multi-private dock slips;
 - b. Agreement specifically appoints a person(s) or firm(s) to act as their agent(s) to contract for dock maintenance, repairs or replacement as needed;
2. In the event that no dock owners' association is formed for any multi-private configuration, each multi-private dock member, by his membership in ALA, irrevocably appoints ALA as that members' agent and agrees that ALA shall be the agent for the entire ownership of one multi-private configuration for the purpose of determining what maintenance and/or repairs or replacement may be required. The agent, ALA, shall upon such determination, give written notice to such multi-private dock member owner or members' owners or entire joint ownership of the multi-private dock configuration, stating what maintenance, repairs or replacement is required. Notice to one joint owner of a slip shall be deemed notice to all joint owners of that slip. ALA shall be empowered, if in its sole judgment it shall be practicable, to contract for regular annual maintenance, and if such regular maintenance agreement is entered into, the annual cost of maintenance agreement shall be paid in advance and the multi-private dock member's owner's proportionate amount for regular annual maintenance shall be billed to each member owner.

18. TERMINATION OF PIER SITE EASEMENTS

- A. Consistent with the Conveyance of Pier Site Easement Agreement, in the event a slip owner attempts to convey a Pier Site Easement and Boat License directly to a third party, then the Pier Site Easement and Boat License ("Pier Site Easement") shall automatically terminate and ALA shall, without notice, record a Termination of Pier Site Easement/Boat Slip License in the County Recorder's Office of San Bernardino County and shall further register said termination in the Dock Book maintained at the office of ALA.
- B. If a slip owner's interest in the real property in Arrowhead Woods is involuntarily conveyed (by reason of a lender's foreclosure or other involuntary means), then the Pier Site Easement shall automatically terminate without notice to the former slip owner and ALA will record a Termination of Pier Site Easement/Boat Slip License at the County Recorder's office of San Bernardino County, California and further terminate the Pier Site Easement and Boat Slip License in the Dock Book maintained at the office of ALA.
- C. If a slip owner desires to sell his/her/its Pier Site Easement to a qualified third party, then such slip owner must re-convey the Pier Site Easement back to ALA and ALA will convey the Pier Site Easement to the qualified buyer upon payment of all transfer fees, dues, any real property taxes and any other monies due ALA, as well as upon compliance with any other rule or governing documents of ALA.

Exhibit G - Multi-Private Dock Rules

1. A multiple dock is defined as a dock configuration containing four or more slips.
2. CLASSIFICATION: A slip owner in a multi-private dock is a regular member of ALA and subject to all of the rules and regulations as set forth in ALA Slip Owner Rules, but with the additional rights and obligations as set forth in these Multi-Private Slip Rules.
3. MULTI-PRIVATE SLIP OWNERS' ASSOCIATION:
 - A. All slip owners in a multi-private dock on Lake Arrowhead are strongly encouraged to form "Dock Owners' Associations" and appoint a person or firm empowered to perform or contract for the performance of regular maintenance of multi-private dock slips and common areas. The Dock Owners' Association must include the following:
 1. Owners' Association agreement, in writing signed by 51% or a majority of owners of multi-private dock slips;
 2. Agreement specifically appoints a person(s) or firm(s) to act as their agent(s) to contract for dock maintenance, repairs or replacement as needed;
 - B. In the event that no dock owner's association is formed for any multi-private configuration, each multi-private dock member, by his membership in ALA, irrevocably appoints ALA as that member's agent and agrees that ALA shall be the agent for the entire ownership of one multi-private configuration for the purpose of determining what maintenance and/or repairs or replacement may be required. The agent, ALA, shall upon such determination, give written notice to such multi-private dock configuration, stating what maintenance, repairs or replacement is required. Notice to one joint owner of a slip shall be deemed notice to all joint owners of that slip. ALA shall be empowered, if in its sole judgment it shall be practicable, to contract for regular annual maintenance, and if such regular maintenance agreement is entered into, the annual cost of the maintenance agreement shall be paid in advance and the multi-private dock member's owner's proportionate amount for regular annual maintenance shall be billed to each member owner.

Exhibit H - Stop Work Notice

ARROWHEAD LAKE ASSOCIATION SHORELINE DEPARTMENT

TO: _____

DATE: _____

ADDRESS: _____

DOCK NUMBER: _____

LEGAL NOTICE

A violation of Association Regulations, Uniform Building Codes and/or State laws may exist upon these premises in the following particulars:

YOU ARE DIRECTED TO **(STOP WORK) (CORRECT THE VIOLATION)** AT ONCE AND TO APPEAR AT THE ASSOCIATION OFFICE WITHIN 5 DAYS OF THE ABOVE DATE TO SHOW CAUSE WHY THE MATTER SHOULD NOT BE REFERRED TO THE ALA SHORELINE COMMITTEE. (Failure to comply is a violation of the Arrowhead Lake Association Shoreline Regulations.)

909-337-2595 x 105
ALA Shoreline Representative

DO NOT REMOVE THIS NOTICE

Exhibit I - Dredging Policy

Approved by Board of Directors on May 17, 1997

Revised by Board of Directors on September 16, 2000

Revised by Board of Directors on July 21, 2001

Revised by Board of Directors on March 23, 2019

Revised by Board of Directors on March 26, 2022

As part of a Lakeside General Maintenance Dredging Permit, the Arrowhead Lake Association (ALA), at its sole discretion, will dredge material entering Lake Arrowhead from the twenty-seven (27) major inlet areas, where, in its sole judgment, such removal benefits the recreation and water supply of all of Lake Arrowhead.

The Lake's twenty-seven (27) major inlet areas are as follows:

- | | | |
|---------------------|--------------------------|-----------------------|
| 1) Blue Jay Bay | 10) Emerald Bay West | 19) Smithport |
| 2) S40 Drainage | 11) Emerald Bay East | 20) North Bay East |
| 3) S71 Drainage | 12) Peninsula Park Beach | 21) North Bay Central |
| 4) Burnt Mill Bay | 13) Access 62 Drainage | 22) North Bay West |
| 5) Village Bay West | 14) Winter Harbor East | 23) North Bay S-W |
| 6) Village Bay East | 15) Winter Harbor West | 24) Hamiltair Bay |
| 7) Orchard Bay | 16) Bray Cove | 25) Meadow Bay |
| 8) Polliwog Bay | 17) Doheny Cove | 26) Rainbow Bay |
| 9) Volleyball Cove | 18) Tavern Bay | 27) Paradise Cove |

The ALA will be responsible for dredging at the area of inflow (stream or drain) only, and not the entire bay. These areas will be dredged for the purpose of sediment material removal and the maintenance of adequate stream flow into Lake Arrowhead. The ALA will not dredge any area simply for the purpose of floating docks.

It is understood that all spoil material must be removed from the lake and not be transferred to another location within the lake, or to a land area where runoff is tributary to Lake Arrowhead.

The ALA may dredge to an elevation of the original (1897) bottom contours, or approximately elevation 5,096.0 (ALA Datum); however, dredging cannot be done lower than any bedrock that can be encountered above the 5,096.0 elevation.

Individual Member Dredging

Periodically, the lake experiences a drought condition. At these times shallow bay areas are often affected. Due to the lack of adequate equipment and manpower to sufficiently handle the volume of member dredge requests, the Association will not perform member dredging.

ALA has approved a dredge contractor(s) that may be contracted by individual members to dredge individual docks in areas where the lake is shallow due to the drought condition. ALA will provide the dredge contractor with an underwater survey for the following areas:

BURNT MILL
WINTER HARBOR
NORTH BAY EAST AND CENTRAL
HAMILTAIR (LAUNCH AREA)
TAVERN BAY
SMITHPORT
PARADISE BAY
VILLAGE COVE
MEADOW BAY
ORCHARD BAY

ALA will mail notices to shallow bay area slip owners indicating the contractor name, names of slip owners in the bay also affected, the approximate cost per slip for the dredging and time frame to respond. This information will be provided to assist the slip owners, if interested, in forming a co-op to potentially offset the cost of dredging. The individual slip owners will be responsible for all costs of dredging, including moving of docks, by contracting with the dredging contractor. ALA will stockpile and dispose of the spoils from the lake, while it has the capacity to do so, to further defray the cost per member.

The dredge contractor will obtain a dredging permit from ALA, which will include the depth elevation requested, the quantity of cubic yards to be removed, slip owner names, slip numbers and appropriate waivers. The ALA Maintenance Department will coordinate with the dredge contractor to remove the spoils.

Exhibit J - Removal of Obstacles in Lake

ARROWHEAD LAKE ASSOCIATION

POLICY: REMOVAL OF OBSTACLES IN LAKE

Approved by the Board of Directors April 19, 1997

1. Removal of manmade object(s), whether discarded by the present or past dock owner(s), is the responsibility of the current dock owner.
2. Manmade objects may be designated a navigational, safety or environmental hazard by ALA staff and the current dock owner will have the responsibility for removal of same. In the event the dock owner fails to remove the object, ALA may contract for same and charge the dock owner.
3. Removal of natural obstacles is the responsibility of ALA.
4. Natural object(s) inhibiting navigation will be defined in terms of minimum lake level (5,101.00) only. Seasonal decrease in lake level and/or additional decrease in lake level caused by drought will not be considered in determining whether an obstacle(s) inhibits navigation.
5. It is entirely at the discretion of ALA staff whether to remove or whether to mark by buoy or other means, large rocks or boulders.

Exhibit K - Low Lake Level Related Shoreline Guidelines

Low Lake Level Plan

This policy defines the protocol for temporary slip/dock placements and positioning of Gangway/Stairs on Extension Stairs during low lake level conditions as deemed necessary, solely at the discretion of the ALA.

1) At lake levels equal to or higher than 5,100 ALA Datum:

All docks/slips that were relocated must be moved back to the original pier site position. This is defined as the permanent mooring attachment on the pier. If not relocated, ALA may take any actions it deems necessary.

2) At lake levels below 5,100 ALA Datum:

All spacing assurances or requirements must be maintained. Options for dock/slip repositioning are as follows:

- a) The dock/slip may be staked to the shore directly in front of their pier.
 - I. An approved Expedited Permit is required for a slip owner builder to perform the work
 - II. A dock contractor may perform the work under the Registered Contractor Repair and Maintenance Rules.

OR

- b) The Gangway/Stairs may be positioned down the extension stairs.
 - I. An approved Application is required prior to any work being completed. Spacing assurances may be temporarily waived with the permission of the neighboring dock/slip owner.

NOTE: If an approved Application is not obtained, the Gangway/Stairs must remain at the top of the Extension Stairs (original position).

OR

- c) The dock/slip may be temporarily relocated away from the pier site.
 - I. An approved Expedited Permit is required in all cases.
 - II. Temporary relocation sites will be allocated in the following order:
 - i) Lone Pine Island (35)
 - ii) Xanadu (15)
 - iii) Miscellaneous Sites on North and South Shore (74)
 - iv) Undeveloped Rights and Sites (22)
 - v) Retired Sites (7)

3) At lake levels below 5,100 ALA Datum:

The same options are available as above (below 5,100 ALA Datum) however, spacing assurances may be waived to accommodate the membership at the sole discretion of the ALA. The Gangway/Stairs may be positioned down the Extension Stairs without an Approved Application.

- 4) In all cases, no dock/slip movement may block another dock/slip's direct access unless:
 - a) The dock/slip owner submits written approval from the blocked dock/slip owner.
 - b) The dock/slip being blocked is on dry land and ALA has approved the move.
- 5) Dock/Slip owners who have not relocated their dock/slip may sustain significant damage. If ALA deems the dock/slip is a hazard, they may designate the dock/slip as irreparable and request it removed from the Shoreline owned by ALA or request the owner to tape off and post the area. The dock/slip owner is responsible for any injury sustained due to a hazard.
- 6) ALA reserves the right to remove or relocate any dock that has been moved without the permission of ALA and the owner will be charged for all expenses incurred.
- 7) The ALA may determine a relocation plan as needed for certain dock/slip areas.

Exhibit L - Removal of Exposed Material during Severe Drought Conditions

On June 15, 2002, the Board of Directors adopted the following policy:

In an effort to assist dock owners with the removal of exposed material in severe drought conditions, the following policy has been approved. This policy does not supersede the Policy of Removal of Obstacles in the Lake; however, is implemented during severe drought conditions as determined by ALA staff.

ALA will assist the dock owner with the removal of manageable man made and/or natural objects in the lake, which are exposed as a result of severe drought. The ALA will determine, at their discretion, which objects can be removed and/or disposed of. The dock owner will assist with the cost of removal and/or disposal of these objects on a case by case basis based on man hours, disposal costs, barge time, equipment rental, and any other unforeseen costs related to the removal and/or disposal of objects.

Exhibit M - Weed Abatement Policy

ARROWHEAD LAKE ASSOCIATION WEED ABATEMENT POLICY Approved by Board of Directors 2/19/2000

The Association follows an integrated aquatic plant management program. All methods of control are utilized; mechanized or manual removal, chemical control, or installation of weed mats. It must be understood that aquatic weeds are a natural and necessary part of Lake Arrowhead's ecological system and total eradication is not the Association's aim nor in the best interests of the environment.

MANUAL REMOVAL

If a member wishes to remove aquatic plants at their dock, they are encouraged to cut or rake the plants. Harvested plant material may be placed at the end of dock for retrieval by Association staff during the seasonal trash runs. Do not bag the weeds. Weed rakes are available at the ALA office to assist members with this task.

WEED MAT INSTALLATION

Another method of aquatic plant control is the application of a fabric mat. The mat is placed over the weed bed in accordance with Shoreline Regulations to prevent sunlight from reaching the plant, thereby preventing growth. This method is allowed by permit only from the Shoreline Committee of the ALA. Applications for Permit are available in the ALA office.

CHEMICAL TREATMENT

Only in areas of major navigation, the Association may chemically treat the affected area of the bay to improve navigation. Among the products currently used are Reward and Sonar. Area dock owners will be notified by mail when a Reward treatment is scheduled. Areas of major navigation have been determined to be Meadow Bay, Rainbow Bay, Blue Jay Bay, Orchard Bay, Village Bay, Winter Harbor, Shelter Cove Bay, and the Burnt Mill area.

No member may apply nor contract for chemical treatment in the lake.

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Addendum 2008-1

Fascia Requirements – Steel, Aluminum or Other Metal Docks

No dock or pier shall have viewable framing from any side. All docks shall be of a solid fascia approved by ALA and of an approved color as specified in Exhibit 'D' of the 'Regulations for Improvements on Arrowhead Lake Association Properties by Members'.

March 22, 2008 - Approved by Board of Directors

March 7, 2008 - Approved by Shoreline Improvements Committee

Addendum 2008-2

Multiple Dock Walkway Minimum Width for Safety

On new multiple dock construction, multiple docks must be constructed so there is a clear walkway area no less than thirty-six inches (36") wide over the length of the dock. This walkway area may not be blocked by dock boxes or any other fixed objects.

After an ALA permit has been issued for the construction of a new dock, no fixed objects may be placed in the area designated 'clear' walkway area.

March 22, 2008 - Approved by Board of Directors

March 7, 2008 - Approved by Shoreline Improvements Committee

Addendum 2008-3

Retired Dock Sites

Purpose: To define retired dock rights and their use and to incorporate the policy into the existing Slip Ownership Rules last revised June 16, 2001.

Arrowhead Lake Association, since the mid-1980's, has allowed members to retire dock sites for the purpose of reducing the number of boats on the lake, creating beach areas for the enjoyment of the membership at large, and enhancing the aesthetics of the shoreline.

DEFINITION:

A Retired Dock Site is a site that can have no structures, docks, piers or temporary dock tie downs of any kind and shall remain retired. Additionally, the site may not be used for the mooring of registered or unregistered boats. ALA reserves the right to use the area for temporary dock placement when the lake is below 5,100.

An Unretired Dock Site is a site that has been recovered by, or turned over to the ALA, which is then returned to Active status, allowing the site to be developed.

- The owner of a retired site must continue paying, in perpetuity, annual dock fees and all other fees the ALA may impose from time to time related to dock ownership.
- The owner of a retired dock site may be permitted to either sell or donate that right to another ALA member who must maintain the retired status. ALA will then transfer that retired dock site to the new owner who will be subject to the same conditions as stated above. The dock site will be attached to a different piece of improved residential real property in Arrowhead Woods. In no cases can the retired dock site be relocated.
- Multiple Retired Dock sites may be attached to a single property in Arrowhead Woods.
- The ALA reserves the right to recover the Retired Dock Site at such time the fees owed becomes delinquent. The ALA may then covert the dock site out of Retired status and return it to active status pursuant to its Rules, Regulations and Policies then in effect.

July 26, 2008 - Approved by Board of Directors

July 24, 2008 - Approved by Shoreline Improvements Committee

Addendum 2008-4

Use of Wood Timbers and/or Glue Laminated Beams in Direct Contact with Soil

Untreated wood timbers and/or glue laminated beams may not be used in construction on ALA property where they may or will be in direct contact with native soil.

July 26, 2008 - Approved by Board of Directors

July 24, 2008 - Approved by Shoreline Improvements Committee

Addendum 2008-5

No Stairways with Solid Sidewalls

To prevent blocking the movement of wildlife through ALA property, no stairways on ALA property will be constructed with vertical solid sidewalls above the treads of the stairway.

July 26, 2008 - Approved by the Board of Directors

July 11, 2008 - Approved by the Forest and Property Planning Committee

Addendum 2008-6

REVISED per Board approval on 1-25-2020. (see Landscaping and Irrigation Policy)

Addendum 2008-7

Initial Dock Placement and Transfer of Docks Attached to Unimproved Property (includes all initial placements of improvements on a pier site easement)

Docks, through initial placement or transfer, shall only be attached to improved property.

Exceptions are as follows:

- All lots in Shoreline Parcel 4, as defined in the Moreland Agreement, may have a dock attached to the lot.
- Docks that are currently attached to unimproved lots will be allowed to continue to be attached to those lots with the condition that if the Dock is sold it may only be sold to the owner of an improved property OR the dock may not be used until it is attached to an improved property within the Arrowhead Woods. *

*This shall not apply to any transfer considered an inter-family transfer.

July 26, 2008 - Adopted by the Board of Directors

July 24, 2008 - Approved by the Shoreline Improvements Committee

Addendum 2008-8

Relocation of Dock Rights

The relocation of dock rights from an existing location to another location may only be done by the Arrowhead Lake Association for the benefit of the Association and any such relocation must be approved by the Shoreline Improvements Committee.

July 26, 2008 - Adopted by the Board of Directors

July 24, 2008 - Recommended by the Shoreline Improvements Committee

Addendum 2009-1

Fencing on Arrowhead Lake Association Property by Members

Fencing shall not be installed on Arrowhead Lake Association property by members without the specific permission of the association. Permission shall be granted on a case-by-case basis and will consider the following:

1. Fencing and gates, 72" or less in height, at the entry points to piers and docks will be considered.
2. Safety railings, 42" or less in height will be considered on the sides of piers, docks and walkways.
3. Fencing shall not be installed on the land end of a walkway between a pier and the shoreline or on the shore side of a pier that is on the shoreline where such placement is proximate to any ALA trail.
4. Fencing must be of an approved material and style as follows:
 - a. Wrought iron fencing and gates will be considered
 - b. Extruded materials will be considered
 - c. Pipe handrails with metal, wood or fabric panels will be considered
 - d. Chain link fencing is not allowed
 - e. Welded wire fabric of any type is not allowed
 - f. Livestock fencing of any type is not allowed
 - g. Picket fences are not allowed
 - h. Solid panel fencing, whether of sheet or picket material is not allowed
 - i. Fencing in excess of 72" will not be considered
5. Requests for variances from these guidelines may be considered on a case-by-case basis by the Shoreline Improvement Committee.

May 9, 2009 - Adopted by Board of Directors

May 1, 2009 - Recommended by Shoreline Improvements Committee

Addendum 2009-2

Criteria for Artificial Turf Installation by Members:

- Up to 250 square feet of approved Artificial Turf may be used in areas within the ALA Reserve Strip, with the following requirements and restrictions;
- Use approved turf from the following Manufacturer or equal (the listed company has provided independent laboratory testing data, and this must be submitted by any other company wishing to be considered.
- SYNlawn (866)-796-5296

Any proposed Turf must meet the following minimum specifications.

- Color: Green/Brown
- Use turf composed of domestically produced polyethylene, polypropylene and/or nylon with a 10-year minimum “No-Fade” warranty.
- Artificial turf must be produced domestically.
- Turf must be installed by a professional installer certified by the manufacturer.
- Turf must be installed with an aggregate base consistent with the manufacturers’ recommendation and a proper draining system.
- Loose in-fill material is not permitted within the artificial turf blades.
- Turf must be bordered by a hard edge material.
- Spoil from installation may not remain on ALA property.
- Turf must be maintained in a brown/green, fadeless condition and free of stains, weeds, debris, pet waste, impressions and discoloration
- Pile Height: 1” Minimum to 2” Maximum
- Minimum Gauge: 3/8”
- Minimum Face Weight: 80 oz.
- Backing must include drainage system (i.e.: perforated, vertical or horizontal drainage, etc.)
- Turf installations must utilize one of the four (4) installation techniques listed on the attached “Exhibit A” – Required Installation Techniques.
- Turf may not be installed at an elevation lower than 5,108.00’ (ALA Datum) and/or between the ALA trail and the lake.
- Turf may not be installed within 20 feet of any ALA trail. Turf may not be installed within 48 inches or four times the diameter of existing or reforested trees, whichever is greater.
- Turf may not be installed closer than 36 inches of perimeter of any native shrubs.
- Turf must be certified, by an independent testing laboratory, to leach no elements and/or compounds that could be deleterious to drinking water standards or the ecological health of Lake Arrowhead, including (but not limited to) PAHs, VOCs and/or phthalates.
- Approval of any project will require the removal of **ALL** installed irrigation from Arrowhead Lake Association property. All heads and irrigation lines must be removed.
- Approval will require the acceptance of a license from ALA requiring member to maintain the improvement on Association property and shall include all restrictions associated with said license.

- The Association will perform routine inspections to verify proper maintenance and condition, at five (5) year intervals. If routine maintenance is not performed per the manufacturer's specifications, or the condition of the turf is not acceptable, the Association will require repair, replacement or removal.

February 26, 2022 - Adopted by Board of Directors

Addendum 2010 - 1

Regulation for the Placement of Materials on ALA Property

The placement of any material on ALA property shall be subject to the then applicable permitting processes for improvements on ALA property by members. This policy recognizes the need to balance the protection of the lake and the right of the members to enjoy the lake in a safe manner.

Sand – Sand may be placed on naturally occurring and existing beach areas (see list below) above the water line. Beach areas may not be created for the sole purpose of creating a sandy swim area. In areas where natural beaches are not present, the ALA will consider, but not be obligated to approve, the construction of seawalls, garden walls or landscape walls that also include erosion control as a function of the wall. Sand may be placed on the landward side of such walls with the approval of the Association. Such walls may require engineered drawings and a site survey prepared by a licensed surveyor.

Existing Beaches

- *Tavern Bay Beach Club*
- *Burnt Mill Beach Club*
- *Lake Arrowhead Resort and Spa*
- *Hamiltair Common Areas*
- *Meadow Bay Condo Beach*
- *Lake Arrowhead Yacht Club*
- *North Shore Multiples*
- *Creekside – Blue Jay Bay*
- *Village Cove*

Stone or Concrete Rubble – The ALA will consider, but is not obligated to approve, the placement of stone or concrete rubble on the shoreline for the purpose of erosion control. Such placement may require a site survey prepared by a licensed surveyor.

A sample of any sand, stone or concrete rubble must be approved by ALA prior to the issuance of a permit for placement. Concrete rubble must be free of reinforcing steel or wire of any type. **Other Materials** – The ALA will not consider the placement of other foreign materials on the shoreline of the lake.

Further, no material may be placed on a viable wetland along the shoreline of the lake or along the banks of streams on Arrowhead Lake Association property.

Sand may only be placed on Arrowhead Lake Association property following the approval of a member application by staff. Most permits may be expedited permits free of charge. If the placement of sand involves the construction of any type of retaining wall, additional permits will be required. Sand may not be placed below the water line.

Sand must be beige in color, similar to our native decomposed granite. Bright white sand or colored volcanic sands (such as black, grey, orange or red) will not be approved. A sample of the sand proposed for placement must be submitted to ALA. All sand must be clean and free of any foreign materials.

February 4, 2010 – Approved by the Forest Planning Committee

February 26, 2010 – Approved by the Lake Operations and Maintenance Committee

March 27, 2010 – Adopted by the ALA Board of Directors