

## **LAKE COMO BEACH PROPERTY OWNER'S ASSOCIATION 2015 BUOY RULES AND AGREEMENT**

**The following rules must be followed or the member shall lose the privilege of having the right to place a Buoy. Failure to follow the L.C.B.P.O.A. rules shall and must result in a loss of the privilege to have a Buoy.**

1. Applicant must be a member of the Association in good standing during the application process and at all times while buoy is placed in the lake (paid in full all dues, fines, assessments, etc. to the L.C.B.P.O.A.). Use of the applicant's buoy by a member that is not in good standing would result in the applicant's loss of buoy privilege.

2. Privilege to install a buoy is for one season/year, but that privilege will be extended on an annual basis, as long as applicant reapplies the following years, pays all fees, and had followed all rules.

3. Buoys and moorings must be installed in the lake between **March 15<sup>th</sup> to June 15<sup>th</sup>**. Buoys and moorings are required to be removed by **Midnight, October 31<sup>st</sup>**.

4. No personal property may be stored on Association Property for over 24 hours, (i.e. Buoys or parts of buoys, dinghy's, water craft, etc.)

5. Association Property cannot be altered in any way. (No planting or trimming of any type of vegetation). No added items, (i.e. posts, ropes, benches, excavation, etc. No landscaping of any kind.) (Any questions or concerns contact LCBPOA Shore Committee)

6. Applicants shall be held legally responsible and liable for their buoy and mooring, and if desired, shall purchase liability insurance for their buoy at their own expense.

**7. Applicant's buoy privilege is nontransferable.**

8. Applicants must submit a signed application, and pay a non-refundable (if granted buoy privilege) buoy fee(s).

9. Buoys must be **coned shaped** and identified by your assigned buoy number.

**10. Buoy location CAN NOT be changed without the Pier Committee's approval. If you change your location without approval you may lose your buoy privilege.**

11. The applicant must reimburse L.C.B.P.O.A. for the cost to repair any damage done to Association Property by installing, using or removing buoy, including if the L.C.B.P.O.A. orders the removal. Applicant agrees that applicant is responsible for the cost of installing and / or removing buoy.

12. I agree to follow all rules and understand that violating any one of them will result in the termination of my privilege to have a buoy on L.C.B.P.O.A. Property. I understand and agree that the L.C.B.P.O.A. Board/Pier Committee will notify me via first class mail, postage paid to the address I have provided to the Association of any violations related to the buoy. That notification will also state a date and time at which the L.C.B.P.O.A. Board shall hold a hearing as to any violation. Prior to this hearing the Pier Committee will give their recommendation to the L.C.B.P.O.A. Board regarding said violation. L.C.B.P.O.A. Board/Pier Committee agrees to allow me to present any relevant evidence I might wish to have them hear at said hearing. L.C.B.P.O.A. Board shall vote on whether a rule/regulation has been violated, and if buoy privilege has ended. If I do not attend I will be notified by first class mail of the results of the hearing.

13. I agree that within 10 days of that hearing, if the L.C.B.P.O.A. Board of Directors has found that I violated a rule, and indicates that the Board has found that my buoy privilege has ended, I shall remove my buoy. I agree for each and every day after the expiration of the 10 day period following the hearing described above, I shall be liable for a fine of \$20.00 per day for failure to remove my buoy, and this fee can be added to the L.C.B.P.O.A. annual assessment for my property. I agree that the fine may be added to the maintenance lien filed against my property if I have not paid it in the time allowed. In addition to the fine, I agree that the L.C.B.P.O.A. may have my buoy removed at my cost at any time after the 10 day period following the hearing described above. The cost of the buoy removal, storage or associated cost may be added to my maintenance assessment and/or lien of my property if it goes unpaid.

14. Applicant who has violated buoy rules may reapply the following year, to be placed on Buoy Waiting List, provided all other conditions for a buoy privilege have been met. The Buoy Waiting List applicant will be placed at the end of the waiting list.

**15. Applicants will be required to have the L.C.B.P.O.A. buoy anchoring system that is illustrated on the reverse side. This system has to be photographed and sent to the Pier/Buoy Committee, so they can keep it on file for reference. If the committee does not receive the photograph, your buoy will be removed at your expense.**

**16. All buoy and mooring locations will be assigned by L.C.B.P.O.A. Pier/Buoy Committee. DO NOT PLACE YOUR BUOY UNTIL YOU HAVE BEEN ASSIGNED A LOCATION.**

**NOTE:** It is the sole responsibility of the buoy owner to make sure the Association/Pier Committee has all of your current contact information. Failure to do so may result in not meeting certain deadline dates and could result in the loss of your pier privilege.

**By signing the Buoy Lease Application I will abide by all the above Rules and Agreements.**