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LAKE NACIMIENTO
PASO ROBLES, CA 93446

September 23, 2011

Dear Property Owner:

Our records indicate you are a registered private dock owner at Heritage Ranch. There are several issues addressed in this letter that are of interest to you.

LOCATION OF PRIVATE DOCKS --

As you know, there are existing markers (poles) on both sides of the marina area indicating the furthest west point allowed for securing your private dock to the shoreline.

You were informed in a previous letter that on May 13, 2011 the HROA Board of Directors voted that all private docks must stay behind both poles when the water level drops below 760 feet. As part of that motion, the HROA Board of Directors agreed to revisit this issue some time in the future.

In June 2011, the Monterey County Water Resources Agency (MCWRA) asked to meet with HROA to discuss a long-term lease agreement for the Point property. During that meeting, MCWRA management specifically requested that only docks owned by HROA be allowed on the Point property. A lease agreement was then drafted, agreed to and executed by the Monterey County Board of Supervisors and the HROA Board of Directors. What this means, is that no private dock owner may locate their private dock past the existing pole markers at any time. We are sorry for whatever inconvenience this may cause you, but HROA must be responsive to MCWRA's requests and stay in compliance with the lease agreement.

ADDENDUM POLICY and INDEMNIFICATION AGREEMENT --

In July 2011 you were notified by postcard that the HROA Board of Directors was considering acting upon various agenda items that, if adopted, would be specified in an ADDENDUM POLICY. The HROA Board of Directors did take action at the August 12, 2011 meeting and at the September 16, 2011 meeting and adopted five (5) separate action items. The attached ADDENDUM POLICY identifies those separate action items and should be kept with your PRIVATE DOCK POLICY for reference. Compliance with the ADDENDUM POLICY will be monitored by HROA personnel beginning October 28, 2011 (except the insurance provision requirements).

The enclosed INDEMNIFICATION AGREEMENT must be signed and returned to the HROA Office on or before October 28, 2011.

PRIVATE DOCK
ADDENDUM POLICY

Adopted by the HROA Board of Directors
on
August 12, 2011 and September 16, 2011

This ADDENDUM POLICY is intended to clarify issues not fully addressed in the PRIVATE DOCK POLICY. This ADDENDUM POLICY will become effective October 28, 2011.

NO PRIVATE DOCK OWNER may increase the size of their PRIVATE DOCK to accommodate more vessels than it is designed for as shown on file at the HROA Office.

NO PRIVATE DOCK OWNER may increase the overall platform size beyond that which is shown on file at the HROA Office.

NO PRIVATE DOCK OWNER may use their PRIVATE DOCK for more watercraft than the PRIVATE DOCK was designed for, including allowing only one watercraft tied to any open side (no tandem tying).

All watercraft tied to a PRIVATE DOCK must be owned by the PRIVATE DOCK OWNER, their guests or another registered HROA Owner.

All watercraft attached to a PRIVATE DOCK must have a current mussel inspection on file at all times.

All PRIVATE DOCK OWNERS must have the following minimum insurance requirements on file at the HROA Office at all times – A Certificate of Insurance for Homeowners Insurance with HROA as Certificate-Holder, documenting Personal Liability insurance of at least \$500,000 extending to the private dock and shoreline owned or controlled by HROA; and including a 10 day cancellation notice on the policy.

All PRIVATE DOCK OWNERS must sign an INDEMNIFICATION AGREEMENT as prepared by HROA.

PRIVATE DOCK
INDEMNIFICATION AGREEMENT

This AGREEMENT is between the Heritage Ranch Owners' Association (HROA) and
_____ (PRIVATE DOCK OWNER).

In consideration for the use of the shoreline owned or controlled by HROA, PRIVATE DOCK OWNER agrees to indemnify and hold HROA and all property of HROA free and harmless from any and all claims, liability, loss, damage or expenses resulting from PRIVATE DOCK OWNER's use of said HROA owned or controlled shoreline, specifically, including (without limitation) any claim, liability, loss or damage arising by reason of death or injury of any person or persons, including PRIVATE DOCK OWNER, or by reason of damage to or destruction of any property, including property owned by PRIVATE DOCK OWNER, any of PRIVATE DOCK OWNER's guests, or any person acting as an employee, contractor or agent of PRIVATE DOCK OWNER who is on the HROA premises as a result of PRIVATE DOCK OWNER's activities, and caused or allegedly caused by either the condition of the said premises or some act of omission. HROA shall not be liable to PRIVATE DOCK OWNER for any loss due to theft, vandalism, fire, collision, natural disaster or water level fluctuation unless found negligent, including whenever immediate physical action is required by any HROA representative to prevent further damage to either personal property or the environment.

PRIVATE DOCK OWNER agrees that their PRIVATE DOCK will only be used by the PRIVATE DOCK OWNER and his/her/their guests.

PRIVATE DOCK OWNER agrees that all watercraft will be tied up to the shoreline owned or controlled by HROA in a safe manner as specified by the HROA Board of Directors.

PRIVATE DOCK OWNER AGREES that all watercraft owned by the PRIVATE DOCK OWNER and his/her/their guests will have a current mussel inspection at all times as specified by the HROA Board of Directors.

PRIVATE DOCK OWNER agrees that they are responsible for all activities of their guests.

PRIVATE DOCK OWNER agrees not to use their PRIVATE DOCK for any unlawful purpose, or violate any law or ordinance, including any nuisance ordinance, in connection with his/her/their use of their PRIVATE DOCK.

PRIVATE DOCK OWNER agrees at all times to comply with the directive of any HROA Security Officer or Enforcement Employee when requested to do so, including but not limited to: reducing the levels of noise, disturbance of peace, including playing loud music, boisterous or unruly behavior, the relocation of a PRIVATE DOCK to areas specified by the HROA Board of Directors, or the removal of any watercraft which is attached to a PRIVATE DOCK in violation of the PRIVATE DOCK POLICY or ADDENDUM POLICY.

For purposes of this agreement, "guests" includes: other HROA Owners, Tenants and Residents that are invited by a PRIVATE DOCK OWNER to use their PRIVATE DOCK.

Signed: _____ Date: _____

INSURANCE –

The revised insurance provision requirements as specified in the ADDENDUM POLICY will become effective with your renewal in March 2012. This will provide you time to make sure you can obtain the appropriate insurance provisions which are the same as prior, except that you need to name HROA as a certificate-holder and specify on the policy that it extends to the private dock and shoreline owned or controlled by HROA. The insurance policy must also include a 10 day cancellation notice.

Thank you in advance for your cooperation. Any conflict that arises related to administration of the PRIVATE DOCK POLICY and ADDENDUM POLICY will be adjudicated by the HROA Board of Directors directly, unless specified otherwise.

If you have any questions regarding any of the above items, please do not hesitate to contact Michelle Krull at the HROA Office.

Sincerely,



Denise Roach
HROA President

copy: HROA Board of Directors

enclosures: ADDENDUM POLICY
INDEMNIFICATION AGREEMENT