



Ballena Bay Townhouse Association #1

BBTA Private Float Policy and Private Float Agreement

Background

The Association owns a marina consisting of approximately 80 floating common area dock slips for the use and enjoyment of the homeowners and their guests. The Association is responsible for the maintenance of these docks.

Over the years non-association floats ("Private Floats") have been tied up to the common area dock systems at various locations. These Private Floats, in some cases, have provided extra storage space for small sail boats, canoes, kayaks and dinghies.

Historically the homeowner, not the Association, have been responsible for the maintenance and liability of the Private Floats. As Private Floats are not specifically addressed in the Association's CC&R's or Bylaws, this BBTA Private Float Policy has been enacted to allow a homeowner use of a Private Float as well as clarify the maintenance and liability responsibility between the homeowner and the Association.

Float Policy

A homeowner will be allowed to have and maintain a Private Float as defined within this policy only if homeowner has a BBTA Private Float Agreement (Exhibit A) approved by the Board and there is continued compliance with the Boat Float Requirements. Under the terms of the BBTA Private Float Agreement the Board may revoke the Private Float Agreement if the homeowner is not in compliance with provisions of the BBTA Private Float Agreement.

Floats Defined

A Private Float is defined as any non-powered floating platform that is not part of the common area dock system that is tied, moored or otherwise attached adjacent to or in the vicinity of a common area dock slip system.

Float Requirements

The Private Float must be installed so that it is not permanently attached and is free floating within the slip or adjacent to the common area dock system. The Private Float is to be placed where there is sufficient water depth to avoid added load or stress to the existing dock system under all tidal conditions. Placement of the Private Float is not to create a safety hazard on the dock system.

Homeowners will be responsible for any and all property damage or injury that might occur as a result of the use of their Private Float and will name the Association and its board on their homeowners' insurance policy as an additional insured or interested party.

Homeowners will be responsible for properly securing, and maintaining the Private Float.

Homeowners will remove the float and properly dispose of it at such time it no longer serves a useful purpose.



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A homeowner whose Private Float is found to be in disrepair or moored in violation of these rules will be given 15 days to correct the matter or face disciplinary action by the Association. Any Private Float that is deemed to be abandoned due to a non response by the homeowner of record or is secured in such a way as to stress or damage the common area dock system, will be removed by the Association in order to protect the Association's common area dock system. Cost of removal and disposal of the Private Float will be billed to the homeowner of record or his successor(s).

Private Float Agreement

A homeowner wishing to place a Private Float in the Association's marina is to submit a completed BBTA Private Float Agreement (Exhibit A) with supporting details for approval by the Board. Supporting details are to include a drawing showing the size, specification of the proposed float (including vendor, materials and construction) and proposed placement on the dock system. In the case of a used float, the Board reserves the right to inspect the float as part its evaluation process. The Board reserves the right to deny a request for a Private Float on the basis that the float affects the safety, utility, use of space or aesthetics of the Association common area.

If the Private Float is to be place wholly within the homeowner's assigned slip then this agreement shall be between the Association and the petitioning homeowner. Mooring a Private Float outside the homeowner's assigned slip will be permitted only with the unanimous consent of the all the homeowners on the dock system. The areas of a dock system outside of a homeowner's assigned slip are for the common enjoyment of all the homeowners on that dock system. Consent by the dock system homeowners will be evidenced by their signature under Approving Homeowners in petitioning homeowner's BBTA Private Float Agreement (Exhibit A).



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BBTA PRIVATE FLOAT AGREEMENT Exhibit A

This Agreement governs the installation and/or use of a Private Float that will be moored:

- Wholly within the petitioning homeowner's assigned mooring area_____
- Outside of the petitioning homeowner's assigned mooring area_____

This agreement is made on (DATE)_____between the Ballena Townhouse Association #1 (BBTA), and (PETITIONING HOMEOWNER NAME)_____ at (PETITIONING HOMEOWNER ADDRESS)_____.

WHEREAS the above Homeowner wishes to enjoy the use of the float(s) described in the attached drawing, and

WHEREAS the Homeowner agrees to be responsible for the maintenance, upkeep, securing, and if necessary, upgrading of such float(s), and

WHEREAS the Homeowner agrees to defend and hold harmless the BBTA, its directors, officers, and management for any and all liability whatsoever associated with the use of such float(s) including, but not limited to property damage or injury, and

WHEREAS the Homeowner agrees to pay for any repairs to any damaged common area or third party property, and

WHEREAS the Homeowner agrees that permission granted by this Board is temporary and does not constitute a permanent or non-revocable right to place such a float in the BBTA common area, and

THEREFORE, IT IS HEREBY AGREED THAT THE BBTA GRANTS THE HOMEOWNER THE TEMPORARY RIGHT TO PLACE THE FLOAT(S) DESCRIBED IN THE ATTACHED DRAWING AND SPECIFICATION KNOWN AS ATTACHMENT 1.

Petitioning Homeowner

Name_____ Title_____

Signature_____ Date_____

BBTA

Name_____ Title_____

Signature_____ Date_____



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BBTA PRIVATE FLOAT AGREEMENT

Exhibit A

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Approving Homeowners

(Required if Float is to be moored outside of petitioning homeowner's assigned mooring slip)

Name _____ BBTA Address _____

Signature _____ Date _____

Name _____ BBTA Address _____

Signature _____ Date _____

Name _____ BBTA Address _____

Signature _____ Date _____