



# Ballena Bay Townhouse Association #1

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## BBTA Private Boat Lift Policy and Private Boat Lift 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 guests. The Association is responsible for the maintenance of these docks.

Over the years homeowner's have been allowed to install private boat lifts ("Private Boat Lifts") in the owner's designated slip location. Historically the homeowner, not the Association, has been responsible for the maintenance and liability of the Private Boat Lift. As Private Boat Lifts are not specifically addressed in the Association's CC&R's or Bylaws, the BBTA Private Boat Lift Policy has been enacted to allow a homeowner use of a private boat lift and clarify the maintenance and liability responsibility between the homeowner and the Association.

### Boat Lift Policy

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

### Boat Lifts Defined

A Private Boat Lift is defined as any mechanical or powered lifting platform that is not part of the common area dock system, and is tied, hinged or otherwise attached to or moored in the exclusive easement dock slip assigned to the homeowner.

### Boat Lift Requirements

The Private Boat Lift must be installed so that it is not permanently attached and is free floating within the homeowner's slip in the common dock system. Mooring a Private Boat Lift outside the homeowner's assigned slip will not be permitted.

The Private Boat Lift 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 Boat Lift is not to create a safety hazard or prevent normal use of the dock system.

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

The homeowner will be responsible for properly securing and maintaining the Private Boat Lift.



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The homeowner will remove the Private Boat Lift at such time it no longer serves a useful purpose, causes damage to the dock system or creates a safety hazard with normal use of the dock system.

A homeowner whose Private Boat Lift is found to be in disrepair or moored in violation of these requirements will be given 15 days to correct the matter or face disciplinary action by the Association.

Private Boat Lifts which are deemed to be abandoned due to a non response by the homeowner of record, are secured in such a way as to stress or damage the common area dock system or create a safety hazard, will be removed by the Association in order to protect the Association's common area dock system and other homeowners. Cost of removal and disposal of the Private Boat Lift will be billed to the homeowner of record or his successor(s).

### **Private Boat Lift Agreement**

A homeowner wishing to place a Private Boat Lift in the Association's marina is to submit a completed BBTA Private Boat Lift 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 lift (including vendor, materials and construction) and proposed placement on the dock system. This BBTA Private Boat Lift Agreement shall be between the Association and the petitioning homeowner.

In the case of a used boat lift, the Board reserves the right to inspect the boat lift as part of its evaluation process. The Board reserves the right to deny any such request on the basis that the boat lift affects the safety, utility, use of space or aesthetics of the Association common area.



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## BBTA PRIVATE BOAT LIFT AGREEMENT Exhibit A

This Agreement governs the installation and/or use of a Private Boat Lift that will be moored wholly within 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 Private Boat Lift described in the attached drawing, and

WHEREAS the Homeowner agrees to be responsible for the maintenance, upkeep, securing, and if necessary, upgrading of such Boat Lift, and

WHEREAS the Homeowner agrees to defend and hold harmless the BBTA and its directors, officers, and management for any and all liability whatsoever associated with the use of such Private Boat Lift 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 Private Boat Lift in the BBTA common area, and

THEREFORE, IT IS HEREBY AGREED THAT THE BBTA GRANTS THE HOMEOWNER THE TEMPORARY RIGHT TO PLACE THE PRIVATE BOAT LIFT DESCRIBED IN THE ATTACHED DRAWING AND SPECIFICATION KNOWN AS ATTACHMENT 1.

### Petitioning Homeowner

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### BBTA

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_