

## **Bloomfield on Square Lake Condominium Association Watercraft and Dockage Agreement**

**This Agreement has been approved by your board of directors as of May 2013 and supersedes any previous dated document on this subject.**

This Agreement is entered in to as of May \_\_\_\_, 20\_\_ between Bloomfield on Square Lake Condominium Association (Condo Association) and the person(s) signing this Agreement as Co-owner.

**1. Automatic Renewal:** This agreement will automatically renew each succeeding boating season so long as the Co-owner remains the owner of the unit and is not in Default. Seasonal fees will be determined by the board of directors annually

**2. Watercraft Covered:** The Agreement covers the docking rights and use of Power Boats (over 5 horse power motors), and all other watercraft, such as rowboats, sail boats, catamarans, canoes, paddle boats, inflatables not removed on a nightly basis, and smaller powered boats with motors under 5 horse power.

**3. Eligibility:** Bloomfield Township Ordinance No. 397 restricts the Condo Association's use of Power Boats to 10 (ten) based upon our frontage on Square Lake. **This ordinance also prohibits the use of jet skis on Square Lake.**

Power Boats (over 5 horsepower)

- A. A Power Boat/Dockage eligibility list will be maintained which includes all co-owners.
- B. Only Co-owners are eligible to be on the eligibility list. Renters are not.
- C. Eligibility for a Power Boat/Dockage (well or slip) is based upon the date of Deed/Mortgage registration with Bloomfield Township.
- D. When a power boat well/ or dock space becomes available, it will be offered to the next Co-owner on the list.
  - If a Co-owner is unable, or unwilling to make use of the boat dock, they will be placed on the bottom of the list, and it will be offered to the next Co-owner on the list. This process will continue until a Co-owner accepts.
  - Co-owners renting their units remain on the list, but will be moved to the bottom of the list if they do not occupy their unit at the time that a dock space becomes available to them.
  - If a Co-owner with a powerboat turns their unit into a rental property, they give up their right to a boat dockage space as well.
- E. When a Co-owner moves out of the community, they cannot transfer the boat well usages to the person they sell their unit to. The new Co-owner will be placed on a list based upon their closing, or deed registration date.
- F. Co-owners may share boats and dock usage with other co-owners, but cannot transfer the right of the dock space without review and approval of the board of directors. Approval will be based upon position on the waiting list.

Other Watercraft (non-power boats including: rowboats, sail boats, catamarans, canoes, paddleboats, and smaller powered boats with motors with horsepower under 5-horse power.

- A. All residents, whether they own or rent, may have up to 2 (two) non-power boats, as long as boats are registered with the Condo Association and seasonal boating fees are paid.

**4. Terms and Conditions:** The Condo Association agrees to the use of the docks by Co-owner and/or the operation of watercraft based upon the following terms and conditions:

- A. All boats are meant for the exclusive use of the Condo Association Co-owners and their guests.
- B. All boats, or watercraft must be registered with the Condo Association.
- C. A description of the boat including: make, length, its Michigan registration number (if applicable), and motor make and horsepower (if applicable.)
- D. If titled by the State of Michigan, Co-owners must supply proof of ownership to the Condo Association at the time of boat fees, in the form of a copy of a current registration,
- E. The MC number and expiration date sticker must be displayed on the boat if required by the state of Michigan.
- F. Powerboat owners must supply a copy of proof of liability insurance with no less than \$100,000 minimum coverage.
- G. Powerboat Co-owners are to moor/dock boat in their assigned slip or dock space. Boats are not to be moored on the shore.
- H. All smaller boats are to be docked on one of the five (5) docks next to a powerboat on one of these docks. No boats are to be stored on the shore. Secure all watercraft to the poles and not the dock to avoid damage.
- I. Condo Association may, at any time, change the configuration of the docks, and/or assign Co-owner another slip within the docks, and Co-owner shall promptly relocate the boat to the newly assigned slip.
- J. The right to dock is not assignable, may not be subleased and Co-owner has no right to allow, permit or allow the docking by any boat other than the registered boat in the slip assigned to the Co-owner.
- K. Non-power boats may be stored on the beach once the docks have been removed, but must be removed no later than May 15<sup>th</sup> of each year. If not timely removed, they will be removed by the Condo Association at the boat owner's expense. The Condo Association is not responsible if any boat stored on the beach is stolen or damaged.
- L. To prevent invasive species from contaminating Square Lake, any boat that is used on any waterway, other than Square Lake must be cleaned and flushed of any residual water, dirt, or contaminate prior to use on the lake.
- M. If a Co-owner wishes to replace a registered watercraft with a different one, all the terms of this agreement shall apply to the substitute.
- N. Major repairs, or refitting of boat are not allowed on the condominium premises. Minor repairs, or mechanical adjustments may be made so long as all reasonable measures are taken to safe guard the environment, docks, other boats, and property of others.
- O. All laws, rules, customs and practices applicable to boating upon a body such as Square Lake shall be complied and adhered to by Co-owner and guests. Decorum shall be maintained; discourteous or disorderly behavior is specifically prohibited.
- P. Seasonal dockage fees will be determined by the board of directors annually.
- Q. The Management Company employed by the Condo Association is charged with the enforcement of this agreement, as well as all other provisions of the documents governing the Condo Association and any future rules and regulations promulgated by the Condo Association. In the event of a dispute between the Management Company and the Co-owner, the aggrieved Co-owner may appeal to the board of directors. The board will review and rule upon the grievance at the next board meeting. The decision of the board shall be binding upon the parties and non-appeal able.

**5. Default:** Co-owner shall be in default of this Agreement upon the occurrence of any of the following:

- A. Failure to pay seasonal dockage fees;
- B. Failure to provide proof of ownership;
- C. Failure to provide proof of liability insurance;

- D. Failure to occupy dock space for a period of a month or more. A co-owner may request exceptions due to extended repair time by submitting a written request, including documentation of pending repair, to the board of directors. In the event of a pro-longed repair, the board may approve a temporary substitution if requested by a co-owner and proper documentation, including insurance is provided;
- E. Co-owner breach of any rule, regulation, condition or provision set forth in the governing and organizational documents of the Condo Association, including, but not limited to, the Master Deed, the Bylaws and all attachments, or any other rule or regulation adopted by and binding upon the co-owners and/or the Condo Association by the Township of Bloomfield, the County of Oakland, the State of Michigan, and the United States of America

**6. Remedies of Default:** Upon default, as listed above, the Condo Association shall have the rights and remedies as set forth in the documents governing the Association. In addition, this agreement shall be considered terminated, and the use of docks or Square Lake by Co-owner shall be considered a trespass and the Condo Association may have the Watercraft impounded at the owner's expense.

**7. Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

**8. Hold Harmless:** The Co-Owner (Power-Boat Owner), on behalf of himself/herself and including but not limited to heirs, assigns, guests and invitees, agrees to indemnify, release and hold harmless Bloomfield on Square Lake Condominium Association and its Board of Directors, in their capacity as such, from any and all liability, damages, costs and expenses including attorney fees related in any way to the use, operation, dockage, storage and ownership of the watercraft. This Release covers only the parties named herein.

Co-owner's Name \_\_\_\_\_

Address \_\_\_\_\_

Email address \_\_\_\_\_ Phone # \_\_\_\_\_

Management Company:  
The Highlander Group, Inc.  
3080 Orchard Lake Road, Suite J  
Keego Harbor, MI 48320

The undersigned have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Co-owner's Signature