

**Island Cove Condominium  
Boat Rules and Safety Guidelines  
Boat Registration and Insurance Certificate**

Please complete and supply as much information as possible. Thank you.

Co-Owner (s) Name: \_\_\_\_\_

Unit Address: Unit #: \_\_\_\_\_

Slip #: \_\_\_\_\_

**BOAT/BOAT SLIP INFORMATION**

Boat type: \_\_\_\_\_

Boat size: \_\_\_\_\_

Boat color: \_\_\_\_\_

Please include with this information a copy of your boat registration and copy of your boat insurance. Deadline to send in your information to The Highlander Group is 6/1/22.

Thank you.  
Constance Toles  
The Highlander Group  
Office direct: 248-724-2212

Email your information to: [hkassel@highlandergroup.net](mailto:hkassel@highlandergroup.net)

# Island Cove Condominiums

## Boat Rules – May 2022

### SECTION 15.

The following provisions shall apply to the use of the dock, boat slips, finger piers and mooring posts in the Condominium.

A. No Boat Slip or Limited Common Element used in connection therewith shall be used in whole or in part, directly or indirectly, for other than the mooring of noncommercial seaworthy pleasure boats and shall be used only for such activities as are consistent and typically associated with recreational boating activities.

B. No Boat Slip or Limited Common Element used in connection therewith shall be used, directly or indirectly, in any manner whatsoever for residential, business or commercial purposes, including, specifically, but not limited to, the renting or chartering of fishing craft or the providing of fishing excursions to the public, the giving or providing of freight or passenger transportation, tours, excursions or other boat rides to the public, or the renting or chartering of pleasure boats to the public.

C. Except for recreational swimming provided in designated swimming areas, if any, located within the Condominium Project, no recreational swimming shall be permitted in any waters within the Condominium Project, including that contained within Boat Slips.

D. Other than that normally and usually contained in the fuel tanks of the boat occupying a Boat Slip, no Co-owner shall use, keep or permit to be used or kept in a Boat Slip or on any Common Element, Limited or General, any flammable oil, fluid or explosive.

E. No Boat Slip or Limited Common Element used in connection therewith shall be used for the storage of supplies, materials, personal property or trash or refuse of any kind and no waste, trash or sewage of any kind shall be deposited or discharged into any waters within the Condominium Project, including that contained within Boat Slips.

F. No bowsprit or other portion of any boat, when moored in a Boat Slip, shall project over or beyond a Finger Pier, the Dock, or into any other area outside of the Boat Slip.

G. Nothing shall be built or placed, either temporarily or permanently, in the waters within the Condominium Project which would obstruct or tend to obstruct the navigation thereof; provided, however, that the foregoing shall not be deemed or construed as prohibiting or restricting the Association from the use of dredging and construction boats, barges and equipment being used in conjunction with performing maintenance, repair, replacement or improvement of the waters of the Condominium Project or other Common Elements.

H. No pumping out of sanitary waste from boats shall take place within the Condominium Project, except at such sanitary waste disposal facilities as may from time to time be located within the Condominium Project.

I. All boats having motors located at any time within the Condominium Project shall have mufflers and, measured at a range of fifty (50) feet, shall produce no more than eight-

six (86) decibels of noise on the "A" scale, or such lesser amount as may be from time to time established by law.

J. Any boat sunk in any waters of the Condominium Project, including that contained in any Boat Slip, shall be removed by the owner of such boat within five (5) days of sinking. In the event any sunk boat is not so removed by the owner, (i) the Association of the Condominium Project may, at its option, cause such boat to be removed at the sole cost and expense of the owner. The clean-up of fuel or other spills associated with such sinking shall be the sole responsibility of the Co-owner, who shall fully hold harmless and indemnify the Association from any such responsibility, proceeding or cost whatsoever associated therewith.

K. A Boat Slip within the Condominium Project shall not be occupied by a boat during the period commencing on November 1 of each year and ending on March 15 of each succeeding year, or during such other period as the Association may from time to time determine. The Association shall be entitled to remove and store any boat occupying any Boat Slip during such periods at the sole cost and expense of the Co-owner thereof and shall not be liable to such Co-owner for any loss or damage to such Co-owner's boat as a result of any such removal or storage. **Co-owners are not entitled to rent or lease any boat slip to a non-resident of the Condominium.**

L. Except as otherwise provided in the Condominium Documents, no maintenance, repair or installation work shall be performed on any boat within the Condominium Project, except to the extent that such work can be performed solely from within the boat or from within the Boat Slip occupied by it without the need for hoists, jacks, compressors, engines, booms, lifts or other similar or heavy equipment, and without the need for placing any equipment, tools or parts on any Common Element (it being the intent and purpose hereof to permit within the Condominium Project only such ordinary and usual maintenance, repair and installation work as an ordinary individual might typically perform on his or her own boat with typical hand tools). Without limiting the generality of the foregoing, no boat motor or engine shall be installed, replaced, overhauled or tuned within the Condominium Project (except that outboard motors may be installed or replaced as a unit), nor shall any maintenance, repair or service be performed which involves the changing of oil or other engine fluids or the removal of the motor or engine head. Maintenance and repair work shall be performed only between the hours of 8:00 a.m. and 8:00 p.m., and no work involving the use of electrical power tools shall take place prior to 8:00 a.m. or after 8:00 p.m. No person shall be permitted to perform any work on any boat other than the owner or lessee thereof unless and until (A) the owner or lessee of the boat shall notify the Association or its management agent of (i) the nature of the work to be performed, (ii) the time that such work is likely to be performed and the probable duration thereof, and (iii) the identity of the person who will be performing such work; and (B) the person performing the work (i) registers his presence with the Association, (ii) executes any standard waiver and indemnification form which may be adopted by the Association, and (iii) submits insurance certificates or other evidence of insurance satisfactory to the Association establishing that such person has such insurance in such amounts as the Association may from time to time require, but in no event less than worker's compensation insurance as required by law, if applicable, automobile liability insurance with limits on a per occurrence basis of \$1,000,000 for property damage and \$1,000,000 for bodily injury, and general liability insurance with limits on a per occurrence basis of \$1,000,000 for property damage and \$1,000,000 for bodily injury.

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## Safety Rules

Dock/boat slips and parking:

- No swimming is permitted in the dock area or off the docks.
- Parking & docking is limited to your assigned area (s) in the garage / dock.
- Co-Owners need the assigned owner's permission to park or dock in their space/slip.
- Boat slip occupancy is open from March 15 thru November 1 of each year.
- Watercraft, automobiles and motorcycles require current license & registration per State Law. Management company requires a copy of your current boat registration and insurance.
- **Boat slips can only be rented/utilized by an ICC Co-Owner or a Renter with an approved lease.** \*\*Renters must have a current lease on file before use of the boat slip. Any unit in non-compliance of the Boat Rules, please refer to item "K."
- All boats/motorized watercraft must be registered to the co-owner.
- Non-owners, guests, cannot launch any small watercraft (kayaks, etc.) from the dock. Public launch is on the North side of the lake, it is a DNR public launch site.
- Voices carry over the water, keep language considerate and refrain from swearing, screaming or yelling at any time.
- Storage of kayaks and small watercrafts when not in use can be stored in your garage parking spot, tied to the dock in front of your assigned boat slip between the dock and shore and if you do not have a boat, you can tie the small watercraft in your designed slip.