

MALLARD POINT HOMEOWNERS' ASSOCIATION (MPHA)
Beach, Dock & Seawall Policies and Procedures
November, 1997

I. Watercraft

1. Watercraft is an all-inclusive definition to include power, pontoon, paddle, sail, row, PWC, etc. boats.
2. All owners shall be assigned one permanent boat slip at the time of their property purchase by the Developers. Normal expectations are for one boat per slip.
3. Any decision by an owner to have more than one watercraft located at Mallard Point requires the advance approval of the Beach, Dock, & Seawall (BD&S) Committee. Request is to be made in writing stating the *type, size, etc. of the watercraft* and where it is proposed to be located.
4. Owners wishing to purchase watercraft longer than 28 feet or wider than 9 feet require the advance approval of the BD&S Committee.
5. Watercraft may not exceed idle speed within 50 feet of Association swimming areas, docks and docks of adjacent neighbors. Boat owners can be held legally responsible for damage caused by their wake.
6. No watercraft may be driven onto a swimming beach or in or about the swimming area of a beach. Under no circumstances may a watercraft (boat or PWC) be driven within a designated swimming area.

Owners' watercraft may be manually moved onto a beach *for emergency service only* and immediately removed, so long as such activity does not interfere with the use of the beach. *Emergency repairs do not include cleaning or gassing.*

7. Visiting watercraft may dock at the ends of floating docks and in the half slips, if available. Owners are responsible for assuring their guests adhere to all Association policies and procedures. *Since there is limited availability for overnight parking it requires the written, advance approval of the BD&S Committee.*
8. All owners with motorized watercraft using the docking facilities owned by the MPTA must carry Bodily Injury and Property Damage Liability limits of \$300,000 or more. A copy of the Certificate of Insurance is to be provided each year to the MPTA Manager for each watercraft indicating that the watercraft is insured for at least \$300,000 liability coverage.

9. All watercraft operators must yield the right of way to swimmers on and around the Mallard Point lakefront property. Swimmers are cautioned about swimming outside of the designated swimming areas at Mallard Point.
10. The Association assumes no risk or liability for the injury or death of an individual swimming or boating near Mallard Point common property. Boating, swimming and water recreation will be at own risk as life guards are not provided at any time.

II. Boat Slips

1. Any homeowner desiring to modify his or her boat slip requires the advance approval of the Architectural Review Committee. Request is to be made in writing stating the modification design and specifications. If approved the homeowner is responsible for construction and related costs as well as for any on-going repairs or maintenance to assure it meets with Association expectations.
2. A homeowner's boat slip may not be rented, leased, or loaned to anyone other than another homeowner.
3. Subject to the written request and approval of the BD&S Committee, owners may swap slips temporarily for as long as they mutually agree or until a unit is sold to a new owner, whichever occurs first. In the event of sale of a unit to a new owner the new owner will receive the original sequence slip assignment unless the new owner wishes to continue with the temporary slip arrangement subject to approval of the BD&S Committee.
4. Use of Half Slips in the Floating Docks.
 - a. Slips will be temporarily assigned by BD&S Committee based on order of owner written request, subject to the following criteria:
 - Slip is used for operational watercraft to include PWC's that are the property of the owners.
 - Watercraft is used on a regular basis, i.e., slip is not used for storage.
 - Occupied half slips will be vacated upon request of the BD&S Committee.
 - *Owners using the half slips are responsible for any damage they cause to the slips.*

- Owners are allowed to use a maximum of one temporary slip unless there are no other owners requesting temporary slips.
- It should be recognized in advance by all owners that the half slips may be designated in the future for PWC's or some other arrangement. *This provision is not designed to replace one owner's watercraft with another owner's watercraft but to give the Committee the flexibility of determining the best future use of such space.*

In such case the occupied slips will be vacated within 30 days notice upon the request of the BD&S Committee.

- Failure of any owner to abide by any of the above criteria can result in their being required to vacate the half slips within 30 days notice.

III. Boat Lifts – Fixed Docks

1. *The following two types of lifts have been approved for the fixed docks:*

- a. *Magnum Model S Boat Lift*
- b. *The Floatair Boat Lift*

Homeowners interested in boat lifts may review brochures on the approved lifts by contacting Chairperson of the BD&S Committee.

- 2. Whether the lift employs a flotation device under the boat or uses cables on the sides, the structure required should not be higher than six inches above the already existing structures (poles, etc.) and should not cause the boat bottom to rise more than six inches above the lake surface when in the raised position. This is totally an esthetics issue in consideration for the residents who live adjacent to the dock area.
- 3. If special electricity is required (i.e., 220VAC) the expense of installation will be borne by the requester, but the special electrical facility would become the property of the MPHA. (Flotation lifts would not require special electricity. Cable lifts probably would.)
- 4. *The boat lift owner is responsible for any damage done to docks, boardwalks, slips, or seawalls during installation, occupancy and/or removal of such lifts.*
- 5. In the event that an owner no longer wished to have the installed lift, the cost of removal would be borne by that owner. If the owner wished to sell the installed lift, approval on the same basis as an original request would be required. Sale could only be made to a MPHA owner. Rentals are not allowed, per watercraft policies.

At this point in time boat lifts have been approved for fixed docks only. Any homeowner wishing to pursue a lift for the floating docks will need to research the proposed lifts, the capability of the floating docks to handle lifts and submit the request with supporting documentation to the appropriate MPHA committee(s) for review. Final approval will require committee(s) endorsement and approval of MPHA homeowners and Board of Directors.

IV. Docks/Boardwalks/Slips/Seawall Maintenance

Homeowners and the Association share in the responsibilities for the maintenance and replacement of docks/boardwalks/slips/seawalls in accordance with the following:

Association. The Association, through the establishment of reserves and operating budgets by the Board of Directors, is responsible for the maintenance, repair and replacement of the docks/boardwalks/slips and seawalls that are the property of the Association.

Homeowners. Homeowners are responsible for the following:

1. The maintenance, repair and replacement of any modifications they make, with the advance approval of the Association, to existing docks, boardwalks, slips, and seawalls to also include boat lifts. Maintenance, repair and replacement must meet Association specifications.
2. For securing their watercraft with cleats, ropes, etc. in such a manner to assure their watercraft will not damage docks, slips, seawalls or other watercraft. In so doing owners should always be aware of the periodic changing of the lake's water level and the impact of wind from storms.
3. Damage done by a watercraft is the responsibility of the homeowner of such watercraft unless the Board of Directors deem otherwise.
4. Damage done by a homeowner, his or her family or guests is the responsibility of that homeowner.

V. Beach, Dock & Seawall Usage General Guidelines

Since we all have the opportunity to share in the benefits of the common areas of the beaches, docks and seawalls we, the homeowners, have the responsibility to ensure that these areas provide a setting for safe, presentable and compatible interaction. As such we believe adherence to the following will assure these objectives:

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- a. These areas are for the private use of homeowners, their guests, and other authorized individuals.
- b. At all times, anyone using these areas should be considerate of all homeowners whether present or not.
- c. No personal property shall be left unattended on the beaches, docks/seawalls, i.e., fishing gear (to include hooks, bait, bait containers, etc.), towels, sneakers, toys, drink containers, etc.

For convenience, unit owners can leave their personal beach chairs on the beach if they wish between April 1 and October 30 of each year provided they are maintained in good condition. The maximum number of beach chairs that may be left on the beach is limited to two (2) per unit.

- d. Should homeowners have children in residence or as guests, it is the responsibility of the homeowners for the safety and conduct of them. It is not practical to establish rules by age categories since maturity and safety are not the result of age alone. Furthermore, safe practices in or near water areas may require closer supervision than in the rest of the common areas. Bottom line, it is the responsibility of the affected homeowners to take a proactive rather than a passive approach as necessary.

VI. Common Area Use.

1. *Common areas are for the use of all homeowners. However, it is recognized that, at times, homeowners may wish to use such areas for special guest activities.*
2. *Since there are limited common areas available it requires the written, advance approval of the BD&S Committee.*

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