

Whisper Bay Dock Rules and Regulations

(March 4, 2024)

A Board appointed Dock Committee will: 1) maintain the floating dock system; 2) gather owner dock space preferences and assign the spaces; 3) oversee installation of the dock in the spring; 4) assist owners with boat mooring; 5) enforce dock rules; and 6) oversee dock removal in the fall. Per the Whisper Bay Declarations, the boat dock is considered a Limited Common Area and is designated for the use and enjoyment of the **Owners** of Whisper Bay Condominiums only. “**Owner**” is defined as a person who owns the fee simple title to a home and a Condominium Interest inherent therein. All watercraft **must** be secured in a designated and owner assigned space. The slips are assigned on an annual basis per the Declarations as outlined below.

1. Only watercraft registered to an owner or a member of their household (spouse, child, significant other) may dock a boat at the Whisper Bay docks.
2. The dock committee will send out the **Dock Selection Form** to owners in early March. The dock owner will complete all information on the form and return it to the dock committee no later than April 1.
3. The order of priority of providing boat slips for unit owners is that the owners of units in Building A (Bldg 20) are to be given first preference as to boat slips, prioritized from the southerly most unit to the northerly most unit. Then similarly as follows: Top floor units (Level C), middle floor units (Level B), then walk-out units (Level A), beginning with Building B (80) and progressing in the same order with each successive building.
4. Only Whisper Bay property owners in good standing may have use of a boat slip. This includes all current membership dues and any assessments.
5. If the registered owner of the boat is not the Owner of the condominium unit, the relationship to the Owner must be identified on the information provided to the Association (and on the dock selection form).
6. Copies of the registration of the boat to be stored in the boat slip needs to be provided to the Association upon request.

7. Boat slip locations may be individually traded or leased/rented between **owners** at their own option and cost.
8. Owners are **not** allowed to rent their designated boat slip to anyone that is not an Owner at Whisper Bay Condominiums.
9. If an Owner rents a boat slip to another Owner, a copy of the rental agreement and the boat registration must be provided to the Association prior to rented boat slip being occupied.
10. Storage is limited to one boat per slip or space, and is only for the storage of the boat identified in the dock selection form. A change of boat being stored and/or change in boat ownership requires IMMEDIATE notification to Whisper Bay Condominium Owners Association and execution of any new documentation required (as stated above).
11. Whisper Bay Condominiums reserves the right to have any boat that does not comply with this policy towed and removed from the Property. Reasonable attempts will be made to contact the owner and ask that it be removed. If not moved, the Association will have it removed at the expense of the owner. The Association is not responsible for any damage to watercraft or attaching lines as a result of moving it.
12. Owners must maintain their own insurance on their watercraft. The Association is not responsible for any loss due to weather, theft, vandalism, or any other cause.
13. All boats and watercraft must be moored in a fashion so they do not hit or encroach on the neighboring boats.
14. No watercraft is allowed to be tied along the sides of the dock except in a case of emergency.

SHORE STATION POLICY

The first eight dock slips/spaces are the only ones that accommodate a shore station and no new spaces will be added. **The above boat slip selection process also applies to those individuals seeking a slip/space that accommodates a shore station.** Annually, a deposit in the amount of \$500 will be required by those owners placing a shore station in their assigned slip. The amount is due to the Whisper Bay Condo Owners Association prior to the installation of the shore station. If the shore station is not removed from the slip prior to the day the docks are to be removed, the deposit shall be forfeited. Additionally, any damage to the

dock caused by the shore station, its installation, and/or removal shall be charged against the deposit. If damages exceed the amount of the deposit, that amount will appear on the owner's next WB Statement. The Dock Committee, at the WB Board's November meeting, shall perform a reconciliation for each shore station deposit and any forfeiture/charges made against the deposit. If a balance is due to an owner, the Dock Committee shall authorize its return to owner with an accounting of any deductions/charges against the deposit.

SECURING YOUR BOAT

Owners are prohibited from making any additions, improvements or modifications of any kind to slips, docks or walkways without the express prior permission of the WBCOA dock committee. Only exceptions to this rule are the items listed below:

1. You are required to install protective guarding on the docks at all locations where the boat may come in direct contact and/or secure your boat in a manner in which the boat remains as far back as possible as to not come in contact with the dock.
2. If you remove any Association provided bumpers, please give them to a dock committee member or WB Board member.
3. All boats shall have a minimum of two (2) lines tied from the boat to the dock. One shall keep the bow and the other shall keep the stern of the boat from making contact with the dock. If you need any assistance securing your boat, a dock committee member will be happy to help you.
4. It is the responsibility of the Owner to properly secure their boat at all times.
5. All personal protective bumpers and any hardware or items attached to the docks should be removed at the end of the boating season. Whisper Bay is not responsible for any damage or theft of any hardware from your slip. If you do not remove your hardware, you leave such items at your own risk.
6. If any Association provided bumpers are missing from your slip at the end of the season, or there is any damage to your dock space, you will receive an assessment for the replacement/repair cost.