

**Bay Harbor Club of Bonita Beach
Condominium Association, Inc.**

c/o Suitor Middleton Cox & Associates
15751 San Carlos Blvd., Suite 8
Ft. Myers, Florida 33908
Office: (239) 437-0340 / Fax: (239) 437-9378

Application for Approval to Proceed with Installation, Alteration, or Removal of Boat Lift

Installation _____ Alteration _____ Removal _____

Lift Model: _____

Owner(s) Name: _____

Building: _____ Unit: _____ Dock Space: _____

Owner(s) Signature _____

Request Date: _____

General Style and Quality: Only a (a) low level mechanical lift or (b) drive-on lift (Jet Dock) which is a float rather than a mechanical lift, of a style and quality determined from time to time by the Board, shall be approved. A contract must be submitted from one of the authorized boat lift or drive-on lift contractors.

THE FOLLOWING LIFTS HAVE BEEN APPROVED FOR INSTALLATION AT BAY HARBOR CLUB

1. Golden Gator Vator Boat Lift (low profile 4 post with E-Drive Motor up to the 10,000 pound capacity model). (Approved 03-2008)
2. Jet Dock Floating Lift (float rather than a mechanical lift). (Approved 03-2008)
3. Golden Manufacturing Lift (4 Post 2-motor lift, the lift capacity shall not exceed 10,000 lbs., the overall height of the lift assembly (excluding guide posts) shall not exceed (3) three feet above the height of the seawall). (Approved 06-08-2015)
4. Golden Manufacturing Kayak Launch.

The posts located between neighboring lifts shall not be moved, replaced or support a lift assembly without written consent with the neighboring lift owner, such consent shall not be unreasonably withheld. The Board of Directors retains final authority over all such limited common use areas.

County and State permits are required before installation. The Owner shall be required to Obtain all required permits for the installation of the boat lift and shall deliver a copy of the Permits to the Association before work on the lift is commenced as disclosed on the Boat Lift Agreement. **Indemnity Insurance** is required as disclosed on the Boat Lift Agreement.

REFER TO RULES AND REGULATIONS Item #20 REGARDING ADDITIONAL INFORMATION FOR DOCKS, BOATS AND BOAT LIFTS.

Approved: _____ Date _____

Approved: _____ Date _____

April 28, 2020

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BOAT LIFT AGREEMENT

THIS AGREEMENT is made by BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, ("Association") and the undersigned owners of a Bay Harbor Club condominium unit and assignee of a dock (collectively, "Owner").

RECITALS

A. Association is the condominium association of Bay Harbor Club, a Condominium, and Owner is a unit owner and assignee of a boat dock at the condominium;

B. Association has agreed to permit Owner to install a boat lift at its dock in accordance with the Rules and Regulations of the Condominium and this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Grant of Approval. Association grants to Owner revocable approval to install a boat lift to Owner's dock at the Condominium in accordance with the plans and specifications approved by the Association. The boat lift shall be installed in a good and workmanlike manner and shall be kept in good repair and working order at all times. The Owner shall be responsible for all costs of installation, maintenance, repair and removal of the boat lift. The installation, maintenance, repair, and removal of the boat lift shall be without any cost or expense whatsoever to the Association. The Owner shall also be responsible for obtaining all permits for the installation of the boat lift and shall deliver a copy of the permit to the Association before work on the boat lift is commenced.

2. Use. Owner shall use the boat lift only for the purposes intended in accordance with the manufacturer's specifications, warnings, and designs.

3. Indemnity; Insurance. Owner shall defend, indemnify and hold the Association, its members, directors, officers, employees, and agents, harmless against any and all obligations, claims, liabilities, expenses or fees (including reasonable attorneys' fees and costs) which may arise in connection with the installation, operation, condition, maintenance, repair or removal of the boat lift. Owner agrees to maintain general liability insurance in an amount not less than \$500,000 per occurrence (or such other amount as the Board of Directors shall determine from time to time) covering the boat lift. Owner shall provide the Association with a certificate of insurance upon the execution of this Agreement and each renewal of the policy.

4. Termination of Approval. Owner agrees that the right to use the boat lift shall in no way be considered an easement or a lease of such area, and that the rights obtained by Owner hereunder may be terminated by the Association, in its sole and reasonable discretion, at any time, upon the breach of this Agreement, any provision of the declaration of covenants, bylaws, rules and other governing documents of the Association, or for any other reason deemed appropriate by the Association for the health, benefit and welfare of the Condominium and its members.

5. No Dedication for Public Use; Assignment by Owner. The provisions of this Agreement are not intended to be and do not constitute a dedication for public use. The rights created are private and for the benefit only of the parties hereto and may not be sold, transferred or otherwise assigned by Owner without the prior written consent of the Association.

6. Entire Agreement; No Representations; Successors and Assigns. This Agreement supersedes all prior agreements between the parties hereto, whether oral or written, and no modification, waiver, release or amendment of any provision of this Agreement shall be made except by written agreement signed by all parties. Owner acknowledges that the Association may not own the submerged lands upon which the boat lift will be installed and may not have the authority to grant the installation and operation

of the boat lift as the land owner. No representations, warranties or promises pertaining to the land upon which the boat lift shall be installed have been made by, or shall be binding upon, the Association. This Agreement shall inure to the benefit and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit condominium

By: _____

Title: _____

Date: _____

OWNER:

Signature

Print Name

Signature

Print Name

Building and Unit Number

Date: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by
_____ as the _____ of the BAY HARBOR CLUB OF BONITA BEACH
CONDOMINIUM ASSOCIATION, INC. who [] is personally known to me or [] has produced
_____ as identification.

Notary Public

Print Name of Notary Public
My Commission Expires:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by
_____ and _____
who [] is/are personally known to me or [] has/have produced _____ as identification.

Notary Public

Print Name of Notary Public
My Commission Expires:

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BOAT LIFT PROCEDURE AND STANDARDS

Bay Harbor Club has a blanket permit from the Florida Department of Environmental Protection to install boat lifts in all 50 boat slips.

Approved boat lifts that may be installed at Bay Harbor are as follows:

1. Golden Gator Vator boat lift, 4 post with E-Drive motor
2. Jet Dock floating lift
3. Golden Manufacturing 4-Post 2-motor lift
4. Golden Manufacturing Kayak Launch

Lift capacity shall not exceed 10,000 lbs. The overall height of 4-Post 2-motor style lift assembly (excluding guide posts) shall not exceed (3) three feet above the height of the sea wall.

The posts located between neighboring lifts shall not be moved, replaced, or support a lift assembly without written consent with the neighboring lift owner, such consent shall not be unreasonably withheld. The Board of Directors retains final authority over all such limited common use areas.

A request for an approved boat lift installation must have the following:

THE APPLICATION WILL NOT BE ACCEPTED FOR PROCESSING UNLESS ALL REQUIRED ITEMS ARE RECEIVED.

1. Completed Boat Lift Application
 2. Boat Lift Agreement Form
 3. Copy of contract*
 4. Copy of the installation plan prepared by the installation company.*
 5. Copy of contractor license and insurance*
 6. Work Done for Unit Owner*
 7. Application will clearly so state that center posts are to be moved, replaced or utilized to support a lift.
 8. **If Applicable:** Written agreement with the neighboring lift owner
- * Items that may be waived upon request for owner installed Kayak Launch

The request will be reviewed by the Bay Harbor board and the owner must receive written approval before proceeding with the installation.

Upon approval owner shall provide the Association with a certificate of insurance per Boat Lift Agreement.

The owner must comply with the following condition when the boat is on the boat lift:

The wet slip extends 30 feet from the face of the seawall and no part of any vessel moored in the slip may extend beyond 30 feet from the seawall. This includes any extensions of the vessel including but not limited to: bow pulpits, dive platforms, nets, trawl doors, outboard motors, outdrives, and dinghies.

It is the owner's responsibility to insure their contractor has proper license and insurance.

It is the owner's responsibility to provide the "Work Done for Unit owners" form to the contractor. The contractor must sign in with the Bay Harbor Club manager before starting the project.

Lifts powered by electricity will require an electrical permit and the installation contractor will obtain this permit. The contractor will post the permit and it must stay in place until inspected by the county and then removed by the slip assignee.

The request will be reviewed by the Bay Harbor Club Board and the owner must receive written approval before proceeding with the installation.

Owner(s)

Date

Contractor

Date