

MOORAGE SLIP REQUEST

FOR LEASE YEAR

AUGUST 1, 2016 through JULY 31, 2017

In accordance with Woodland Cove Homeowners Association CC&R's and Dock Use Rules, homeowners may request boat moorage space at the community dock by indicating their desire in writing anytime **between April 1st and June 15th** of each year. Requests will be processed and slips allocated by the Board of directors in accordance with the Dock Use Rules. To be considered for a moorage slip for the lease year beginning August 1st, complete and mail this Request Form & Lease Agreement to Woodland Cove Homeowners Association so that it **arrives by June 15th**.

1. Complete the homeowner and boat information on this page. You may optionally indicate your preferred moorage space (slip) on this form and the Association will attempt to honor your request. However, you may be allocated a space other than your preferred.
2. On the next page, enter homeowner your name on the Lease Agreement.
3. On the next page, Sign and date the Lease Agreement.
4. Mail the completed Request Form & Lease Agreement, along with proof of insurance showing Woodland Cove Homeowners Association as an "Additional Insured", to the Association at:
Woodland Cove Homeowners Association
9805 NE 116th, PMB 7245
Kirkland, Washington 98034
5. On or about July 1st you should expect to receive a reply from the Association with the results of the moorage space allocation process. If you have been allocated a moorage space, you will receive a completed Lease Agreement and invoices for the Lease Year.
6. Leases begin on August 1st of each year and terminate on July 31st

Owner Name _____ Lot No. _____

Boat Registration No. _____ Boat Length _____
(WN 9999)

Description of Boat _____
(Cobalt 200)

Insurance Carrier _____

Preferred Moorage Slip Number _____

Moorage Slip Lease Agreement

Woodland Cove Homeowners Association (the Association) leases a moorage slip to homeowner (Owner): _____

in the Association's community dock in Woodland Cove in Kirkland, Washington, space for boat, subject to the regulations in the Declarations of Covenants, Conditions, Restrictions, and Easements (CCR's); and the Woodland Cove Homeowners Dock Use Rules. This Lease Agreement together with the CCR's and Dock Use Rules and any future revisions and additions by the Association, constitutes the entire agreement.

The lease term commences August 1, 2016 and terminates July 31, 2017. Owner may use the slip only for purposes of moorage of the boat and for no other purpose. This lease may not be subleased or loaned to any other party. This Agreement will remain in force for the full term of the lease subject to provisions in the Dock Use Rules excepting that this Lease Agreement will automatically terminate when the undersigned Owner is no longer a Woodland Cove Homeowner and no longer a member of the Association. In consideration of extending moorage privileges, undersigned Owner promises to pay a special assessment to the Association, \$110.00 by the 1st of each month for the term of the lease. Owner agrees that, should any of the payments related to this Lease Agreement become more than 60 days past due, the Association may, at its sole discretion, suspend Owner's moorage privileges and/or terminate this Lease Agreement.

The Association shall not be held liable in any manner for the safekeeping or condition of boat nor for any damage or loss to said boat, its tackle, gear, equipment or property nor for injury to the Owner or invitees.

Owner must maintain insurance coverage during the full term of this lease with respect to its use of the dock and waterfront park in the minimum amount of \$500,000.00 (and in no case less than the industry standard) for general liability and property damage risks; insurance policies shall name the Association as an additional insured. Owner shall be responsible for any damage caused to the community dock, community park, other water craft, Owner's boat, crew and guests. Owner shall comply with all laws concerning the protection of the environment in and around the dock.

This agreement expresses the entire understanding of the parties and I agree to the terms described above.

Owner(s) Signature

Date

Executed this _____ day of _____ Assigned Slip No. _____

Association President

WOODLAND COVE COMMUNITY DOCK USE RULES AND REGULATIONS

Dated: June 24, 2015

The Waterfront dock (the "Dock") is for the use and enjoyment only of Association Owners, Tenants and the guests of Owners and Tenants, and shall be used in accordance with the provisions set forth in the Third Revised Declaration of Covenants, Conditions, Restrictions, and Easements of Woodland Cove Homeowners Association dated October 17, 2000 and recorded under King County Auditor's No. 20001020000729 (the "Revised Declaration"), as it may hereafter be amended, and as more specifically set forth herein (the "Rules"). Unless otherwise specifically defined herein, all capitalized terms shall have the same meaning as provided in the Revised Declaration. In the event and to the extent that the terms of the Rules and the Revised Declaration conflict, the Revised Declaration shall prevail.

For purposes of these Rules, "Tenants" shall mean those persons leasing a Lot within Woodland Cove from an Owner in compliance with the requirements of the Governing Documents.

Pursuant to the Revised Declaration, the Dock is divided into three primary areas; the Loading Area, the Day Use Area and Moorage Slips as described below. Additionally, the westernmost slip in the moorage area may be used for personal watercraft. These areas shall be used in accordance with the provisions set forth below and in the Revised Declaration, which provisions are intended to maximize the use and enjoyment of the Dock by the Owners, the Tenants and their guests and to preserve and protect the condition of the Dock.

1. LOADING AREA. The Loading Area of the Dock is located on the east end of the Dock as shown on Exhibit A. As set forth in the Revised Declaration, this area is designated for loading and unloading only and boats must be attended by their respective owners or operators at all times.

2. DAY USE AREA. The Day Use Area is located on the north side of the Dock, as shown on Exhibit A. Owners and guests of Owners may use the Day Use Area on a first come first serve basis and must comply with the following provisions in using the Day Use Area:

- (a) Boats may not be moored in the Day Use Area for more than 72 consecutive hours.
- (b) As set forth in the Revised Declaration, mooring systems, including without limitation, whips, lifts and bunkers, shall not be permitted in the Day Use Area. Owners, Tenants and guests may use only mooring lines to secure their boats.

- (c) Boats in the Day Use Area must be registered on a self-registration board located at the electric meter stand in the Waterfront Park. Each Owner or Tenant shall provide the following information for registration:
 - i) the date the boat was first moored in the Day Use Area;
 - ii) the boat's registration number;
 - iii) the Owner's or Tenant's name; and
 - iv) the number of days moored.
- (d) There are no charges for nightly moorage at the Day Use Area.

3. MOORAGE SLIPS. The Moorage Slips are located on the south side of the Dock, (excluding the western most slip closest to the shore) as shown on Exhibit A. Owners and Tenants must comply with the following provisions in using the Moorage Slips:

- (a) As set forth in the Revised Declaration, Owners may lease Moorage Slips from the Association for one year terms commencing on August 1 and terminating on July 31 (the "Lease Year") subject to the terms herein and the Revised Declaration. Tenants may apply to lease Moorage Slips, subject to early termination. Any such lease or rental agreement shall be terminable in the event an Owner wishes to lease a Moorage Slip and there are no Moorage Slips available, or to otherwise accommodate Owner requests to use a particular Moorage Slip upon delivery of notice to a Tenant on or before the 10th day of the month, and such termination shall be effective on the 1st day of the following month.
- (b) On or before the 1st day of each month during a lease term, Owners leasing Moorage Slips shall pay an additional monthly assessment of \$110.00 per month, or such other rental rate as may be determined by the Board. Prior to commencement of the Lease Year, Tenants shall pay rent for the entire Lease Year, and in the event of early termination as described in Paragraph 3(a), the Board shall reimburse the balance of the rent remaining for the unexpired Term.
- (c) All persons leasing a Moorage Slip shall install a boat lift, as more particularly described in Paragraph 3(h). All boats permitted in the Moorage Slips are limited to a maximum length of 27 feet 6 inches as long as the highest point of the boat's superstructure (excluding radar arms and masts), when moored on the lift in the lift's normal up position, is no more than six feet above the decking surface of the community dock; and that the boat's weight does not exceed the rated capacity of the lift. Vessels

shall be moored in such a way as to ensure walkways are kept clear and passable.

- (d) An Owner who is leasing a Moorage Slip may terminate its lease prior to the end of the Lease Year if another qualified Owner from the Waiting List, as defined below, is available and willing to assume the lease from said Owner. By Woodland Cove Homeowner Association Board action, the Association may terminate the lease prior to the end of the lease year upon 30-day notification, if the Moorage Slip is not being actively used for watercraft by and for the use and enjoyment of the Owner/lessee and there are one or more Owners on the Waiting List.
- (e) As set forth in the Revised Declaration, the Moorage Slips are designated solely for the use of the lessor. No Owner or Tenant, as the case may be, shall sublease or loan all or a part of any Moorage Slip nor assign its interests and rights therein, and no Owner or Tenant shall allow any liens, mortgages or other debt to be filed against or otherwise encumber the Moorage Slip or such Owner's or Tenant's interest therein.
- (f) The boat moored in a Moorage Slip must be consistent with the boat make/model and registration number identified on the lease application request, and consistent with the required insurance as stated in Par. 6.4 of the Revised Declaration. Any Tenant wishing to lease a Moorage Slip shall be required to provide the same insurance as an Owner. At the time of lease application, the Owner or Tenant can be asked for evidence of ownership. As set forth in the Revised Declaration, Owners must be current in all general and special assessments and other payments to the Association in order to qualify for and maintain a Moorage Slip lease, and must otherwise be in compliance with the Governing Documents. No Tenant shall be permitted to lease a Moorage Slip where the Owner who is their landlord is in arrears on assessments or any other payments due under the Governing Documents or is otherwise in default in the Governing Documents.
- (g) As set forth in the Revised Declaration, Moorage Slips may not be improved or altered without Board approval. Any requests for improvements or alterations to the Dock shall be subject to the Board's approval, which approval may be withheld in the Board's sole discretion, except that the Board shall approve improvements necessary to maintain the structural integrity or safe usage of the Dock. Any and all work to be performed on the Dock shall be done by or at the direction of the Board, and any and all improvements made or added to the Dock shall become and remain the property of the Association.

- (h) All Owners or Tenants leasing Moorage Slips shall install free standing hydraulic boat lifts into an allocated Moorage Slip. Lifts may not be structurally attached or connected to the Dock. Installation, removal, and maintenance of said boat lift will be at the Owner's or Tenant's sole risk and expense. Owners and Tenants are responsible for removing boat lifts at the end of the Lease Year, or when the Owner or Tenant vacates the Moorage Slip or other earlier termination date. In the event the Owner or Tenant is allocated the same Moorage Slip for a subsequent Lease Year, the boat lift may remain in the allocated Moorage Slip. Owners may loan or rent boat lifts to any other Owner who is leasing a Moorage Slip, however, the person owning the boat lift is responsible for removing the lift from a Slip when requested to do so by the Association. The Owner or Tenant leasing the Moorage Slip is responsible for any and all liability associated with the lift and must provide the Association with evidence of liability insurance in amounts set forth in the Revised Declaration. The hydraulic lift system of boat lifts may be connected to the water supply system installed at the Dock. All lessees of a Moorage Slip (whether an Owner or a Tenant) must obtain and provide the Board with evidence of required permits and authorizations, as required by city, county, state, or other jurisdictions, prior to the installation and removal of boat lifts.
- (i) The method for allocating Moorage Slip leases shall be as follows:
- i) Owners and Tenants must submit a written request to the Association, mailed to the Association's address, for a Moorage Slip between April 1st and June 15th (inclusive) of each year for the following Lease Year. Requests for a Moorage Slip received during the Lease Year and between June 16th and July 31st will only be accepted if there are Moorage Slips available and there are no Owners on the Waiting List. Moorage Slip Request forms and the forms of Moorage Slip Lease Agreement are available from the Association.
 - ii) Owner requests shall be ordered in three groups on a list as follows (the "Waiting List"):
 1. Owners from the previous Lease Year's Waiting List shall be given first priority (see Paragraph iii below).
 2. Owners never having leased a Moorage Slip shall be given next priority and shall be ranked amongst themselves in date order, based on the date their respective requests were received by the Association.

3. Owners having leased a Moorage Slip previously shall be given next priority and shall be ranked amongst themselves in date order, based on the date which was the last day of their previous Moorage Slip lease or earlier termination thereof ("Last Lease Date"). The Owner with the most recent Last Lease Date shall be placed last on the list. If two or more Owners have the same Last Lease Date, those Owners shall be ordered amongst themselves by their Moorage Slip use history. The Owner with the most use history shall be placed last on the list. If two or more Owners have the same Last Lease Date and use history, those Owners shall be ordered amongst themselves in the order their respective requests were received by the Association. If more than one Owner has the same Last Lease Date, the same use history, and date of request, a unique, random ordering of such Owners for Wait List purposes will be established by a lottery style drawing performed by the Board.
 4. Owners shall always have priority over Tenants, and Tenants shall be entitled to lease a Moorage Slip only in the event there is not a Waiting List and Owner requests for lease of a Moorage Slip have all been satisfied.
- iii) Available Moorage Slips shall be allocated to Owners in the order set forth on the Waiting List. If Moorage Slips are vacated during a Lease Year, the Board shall allocate the vacated Slip to the next available Owner on the Waiting List. Owners on the Waiting List who are not allocated a Moorage Slip during a Lease Year shall be placed at the top of the Waiting List, in the same order of priority, for the following Lease Year. Owners on the Waiting List must submit a request for a Moorage Slip each Lease Year to be considered for a Moorage Slip.
 - (j) If there are no Owners on the Waiting List and one or more of the Moorage Slips remain unleased, such Slip(s) shall be treated as Day Use Area and the Owners, Tenants and their guests shall use such Slip(s) in accordance with the Day Use Area provisions set forth herein and in the Revised Declaration. Such Slip(s) shall revert to Moorage Slips available for lease upon the following Lease Year to the extent there are Owners or Tenants requesting to lease such Slip(s).


4. OVERFLOW MOORAGE. The Overflow Moorage Area is located on the north side of the dock along with the Day Use Area. At such time that the Board allocates Moorage Slips at the beginning of the Lease Year and based upon demand for Moorage Slips, versus Day Use Area, the Board may allocate up to two Overflow Moorage Slips within the Day Use Area so long as there remains sufficient space on the north side of the dock reserved for day use, which can accommodate one boat up to and including 25 feet in length. Overflow Moorage Slips allocated on the north side of the Dock shall adhere to the same rules as for Moorage Slips.

Owners or Tenants assigned to Overflow Moorage space are advised that the north side of the Dock is subject to change in the number of spaces allocated from Lease Year to Lease Year and that any improvements to the Overflow Moorage Area, such as lifts or other mooring systems, are subject to change and removal at the end of each Lease Year.

5. WATERCRAFT. The Watercraft Area is located on the western most Moorage Slip as shown on Exhibit A. The Watercraft Area may be used by Owners, Tenants and their guests for mooring personal watercraft, including, without limitation, kayaks, jet skis and canoes. In addition to the insurance requirements set forth in the Revised Declaration, each Owner or Tenant using the Watercraft Area must maintain insurance coverage with respect to its use of the Dock and the Waterfront Park in the minimum amount of \$500,000.00 (and in no case less than the industry standard) for general liability and property damage risks, which insurance policy/ies shall name the Association as an additional insured. The insurance policy/ies required hereunder or sufficient evidence thereof must be provided to the Board prior to issuance of any Moorage Slip lease.

Revisions Approved on
June 24, 2015
WCHA Board


Mary Lu Hawes, Board Member


Bijan Dorri, Board Member


Nancy Maynard, Board Member

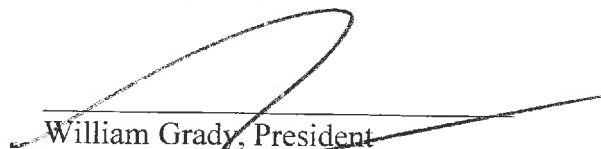

William Grady, President

EXHIBIT "A"
COMMUNITY WATERFRONT DOCK DIAGRAM
FOR LEASE YEAR _____

