

# Montclair Property Owners Association

## Annual Dock and Shoreline Improvement Permit

Staff Initials & Date Received

Annual Dock and Shoreline Improvement Permits are required for all docks on Lake Montclair and any shoreline improvements between the property boundary lines of lot eligible for a dock and Lake's water surface (*including, but not limited to: stairways, steps, walkways, landings, fences, boat racks, irrigation systems, etc.*), regardless of whether or not a dock exists. This permit constitutes a license agreement between MPOA and the homeowner and is intended to be temporary in nature. -MPOA may terminate or modify the license hereby granted at any time in the event of any violation of this permit or in the event the Board of Directors, in its sole discretion, determines it necessary or in the best interest of the Association to do so.

Dock and Shoreline Improvement Permits must be renewed annually between October 1<sup>st</sup> and 31<sup>st</sup> each year. All applicable improvements (e.g. a dock, a set of stairs, an irrigation system, etc.) must be listed on the renewal permit when submitted to MPOA.

The initial application and annual renewal fee is \$5. There will be a \$200 late fee assessed unless the owner provides proof by November 10<sup>th</sup> that general liability insurance coverage (see below) was in effect as of November 1<sup>st</sup> of that year.

**All dock and shoreline improvement owners are required to sign up for FSRConnect and provide a current phone number and e-mail address for emergency notifications regarding Lake Montclair.**

Owners of docks and shoreline improvements described herein are required to provide MPOA with proof of valid general liability insurance coverage of no less than one million dollars (\$1,000,000) and must list the MPOA as a certificate holder or as additional insured when available through the insurance carrier. Owners with insurance carriers providing the necessary coverage but unable to have MPOA listed as a certificate holder or additional insured will be required to provide MPOA a copy of a letter signed by the insurance provider addressed to the owner indicating that coverage is in place for a current annual period and that the insurance provider will provide MPOA with a notice of any change to or cancellation or renewal of the policy. Property owners will obtain all applicable county permits and will accept liability for any damages that may occur to sewer lines, other utilities, or other MPOA property. Dock and shoreline improvement owners are responsible for obtaining a survey of the property abutting the Common Area before submitting plans to the Covenants Committee for approval. Owners are solely responsible for the safety and structural integrity of docks and shoreline improvements covered by this permit.

Type of Application (circle one):      **Renewal**      **New**      Dock Plaque # (or N/A) \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ E-MAIL (Required): \_\_\_\_\_

PHONE (H): \_\_\_\_\_ (W): \_\_\_\_\_ (Cell): \_\_\_\_\_

SIZE OF DOCK AND/OR DESCRIPTION OF SHORELINE IMPROVEMENTS (List all):  
\_\_\_\_\_

INSURANCE CARRIER: \_\_\_\_\_

INSURANCE POLICY #: \_\_\_\_\_ DATE EFFECTIVE: \_\_\_\_\_

**\*Incomplete Applications will be returned\***

In consideration for MPOA's approval, the owner hereby waives, releases, acquits, and discharges the Association of and from any and all liability for any claim, cause of action or dispute arising out of or relating to the dock or shoreline improvements, including but not limited to personal and property damage, and the raising or lowering of the water level in Lake Montclair, and further agrees to indemnify and hold the Association harmless for all losses or damages, incurred by the Association in connection with any such claim, cause of action or dispute, whether brought or asserted by the owner or by any other individual or entity, including but not limited to attorney's fees and costs.

All use of the licensed area shall be in strict compliance with the covenants and restrictions set forth in the Association's Declaration and Bylaws and all Association Rules and Regulations, as the same may be amended from time to time.

Owner acknowledges and agrees that the Association may terminate or modify the license hereby granted at any time in the event of any violation of this Permit or in the event the Board of Directors, in its sole discretion, determines it necessary or in the best interest of the Association to do so. In the event of termination of this Permit, the owner shall promptly remove all docks and/or shoreline improvements and restore the area to its condition prior to the modifications contemplated by this Permit.

I attest that any and all electrical devices and equipment used/installed for the purpose of charging boat batteries, powering lights, irrigation systems or other items in, on or around shoreline improvements are in good working order, safe, and do not present a hazard to life or property.

\_\_\_\_\_  
Print Name (Owner):

\_\_\_\_\_  
Signature (Owner):

For Office Use Only

\_\_\_\_\_  
MPOA Board President, Frederick Rash (Initial)

\_\_\_\_\_  
Date Reviewed

\_\_\_\_\_  
MPOA General Manager, Bernice Guthrie (Initial)

\_\_\_\_\_  
Date Reviewed