

**Oak Harbor Homeowners Association, Inc.**  
**Shoreline and Boat Docking Facilities Use Permit**

This Use Permit is issued by the Oak Harbor Homeowners Association, Inc. (HOA) to \_\_\_\_\_ (Collectively, "Owner"), solely for the purpose described herein, subject to the following terms and conditions.

**Terms and Conditions**

1. The HOA is the owner of the littoral or riparian rights of the common lakefront area, including the seawall, which abuts Cayuga Lake.
2. The Owner is a current member in good standing of the HOA and is entitled to the enjoyment and the use of the common lakefront area, along with other HOA members.
3. The HOA is vested with the authority to issue this Use Permit pursuant to the "Declarations of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens," dated February 13, 2009, and recorded February 18, 2009 in the Seneca County Clerk's Office in Liber 793 of Deeds at Page 152, and amendments (Collectively, "Declarations"); and the By-Laws, rules, and regulations of the HOA, and amendments (Collectively, "By-Laws").
4. The Declarations and the By-Laws are incorporated by reference. Should there be any conflict between this Use Permit, in part or in whole, and the Declarations and the By-Laws, the Declarations and the By-Laws will control.
5. The HOA Board of Directors, after a compliance review, has the authority to approve and issue this Use Permit. **However, waiver or amendment of the terms and conditions of this Use Permit may not occur without the approval by the vote of three-fourths of the current members in good standing of the HOA.**
6. The Owner has constructed, or is intending to construct, a permanent docking facility ("docking facility") which has been affixed, or will be affixed, to the seawall of the common lakefront area. The docking facility consists of, or will consist of, a jointly owned dock and an individually owned boathouse and boat lift which accommodates a power boat not to exceed 22-feet in length. The docking facility is designated as Slip # \_\_.
7. The docking facility has been, or will be, constructed in accordance with the applicable New York State Department of Environmental Conservation regulations, rules, and permits; the applicable Army Corp of Engineers regulations, rules and permits; and in accordance with all relevant federal, state, and local laws, rules, and regulations.
8. The Owner will maintain the docking facility in good structural and operational condition, subject to ordinary wear and tear, and in accordance with the Declarations and the By-Laws.

9. The Owner will indemnify and hold harmless the HOA from any claim for injuries or property damage caused by or arising out of the use of the docking facility by the Owner, their guests, their family, or their invitees.

10. The Owner will be responsible for obtaining and maintaining appropriate insurance coverage for any loss or liability arising out of the use or occupancy of the docking facility including any loss or liability associated with the Owner's boat. Proof of appropriate insurance will be provided to the HOA after the Owner takes possession of the docking facility.

11. The Owner may by sale, trust, or devise, transfer their rights under this permit subject to the same terms and conditions and subject to the restriction that at the time of the transfer the Owner is a member in good standing and has paid in full all common charges and that the transferee is also a current member in good standing and has paid in full all common charges.

12. The Owner may by lease assign their rights under this permit subject to the same terms and conditions and subject to the restriction that at the time of the lease the Owner is a member in good standing and has paid in full all common charges and that the lessee is also a current member in good standing and has paid in full all common charges.

13. This Use Permit does not convey any property rights by the HOA to the Owner and does not convey any property rights by the Owner to the HOA, except as expressly provided for herein.

14. This Use Permit supersedes all prior use permits referencing or relating to "boat slips," "docks," "boat lifts," "boat hoists," or other similar terms, issued by the HOA.

**15. Failure by the Owner, their transferee, or their lessee to abide by the terms and conditions of this Use Permit may constitute cause for its revocation by the HOA upon written notice. The Owner will have 30 days after notice by the HOA to cure the basis or bases for the breach prior to the revocation.**

The HOA and the Owner execute this Use Permit to acknowledge their understanding and their agreement to its terms and conditions.

OAK HARBOR HOMEOWNERS ASSOCIATION, INC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## BOAT SLIP ASSIGNMENTS

### Main Dock

Lift #1– owned by Lot 6

Slip #2– owned by Lot 2

Lift #3– owned by Lot 12

Lift #4– owned by Lot 8

Lift #5– owned by Lot 3

Lift #6– owned by Lot 9

Lift#7– reserved for Lot 11

Lift #8– owned by Lot 5

Lift #9– AVAILABLE

**To be built**

Lift #10– Owned by Lot 10