

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.  
DOCK APPLICATION

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTRACTORS NAME, PHONE, & EMAIL \_\_\_\_\_  
\_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

BLOCK/LOT NUMBER \_\_\_\_\_ SUBDIVISION \_\_\_\_\_

SCHEDULED START \_\_\_\_\_ SCHEDULED COMPLETION \_\_\_\_\_

Total length of Dock & Ramp in Water: \_\_\_\_\_ Length of Ramp on Shore: \_\_\_\_\_

ACCESS RAMP DIMENSIONS: \_\_\_\_\_

DOCK DIMENSIONS: \_\_\_\_\_

DESCRIPTIONS OF DOCK ANCHORS OR PIERS:

\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF FLOATATION DEVICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Provide a site Plan with the Location of the Dock.**

The owner attests that the information above is complete, correct, and all documents needed for approval have been submitted. Owner has read and agrees to abide by the sections of the Project Permit Process that pertains to the project, the Declaration of Restrictions for this subdivision, Boat Dock Agreement, Project Agreement, and the Rules and Regulations of the Association. The owner agrees to keep the dock in good working order. Permit is valid for 6 months. If not completed, an extension must be paid for per the fee schedule. (See Section 9)

**Complete Both Pages and Dock Agreement which is 2 Pages as well**

**FOR PLPOA USE ONLY**

DATE APPLICATION AND PLANS RECEIVED & COMPLETE: \_\_\_\_\_

FEE AMOUNT RECEIVED & TYPE: \_\_\_\_\_ ACCOUNT# \_\_\_\_\_

PERMIT # \_\_\_\_\_

\_\_\_\_\_  
Pagosa Area Water & Sanitation District Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pagosa Lakes Property Owners Association (DPE) Manager Approval

\_\_\_\_\_  
Date

APPROVED / DISAPPROVED IN VANTACA AND PERMIT EXPIRES SIX (6) MONTHS AFTER APPROVAL

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.  
DOCK APPLICATION

1. \_\_\_\_\_ (initial) I am the owner of the property identified in this application.
2. \_\_\_\_\_ (initial) I and my contractor are responsible for reading, meeting, and following the requirements of the Project Permit Process, Project Agreement and the Rules & Regulations.
3. \_\_\_\_\_ (initial) I have submitted all required documents. (see section 3, 4 & 5)
4. \_\_\_\_\_ (initial) I have paid all the required fees.
5. \_\_\_\_\_ (initial) Project permits are valid for six (6) months from date of approval. An Extension is required if the work is not completed.
6. \_\_\_\_\_ (initial) Extension must be applied for and fees paid before the permit expires. There are penalties for working without a current permit. The fee for an extension is determined by the Board of Directors. (see Section 9)
7. \_\_\_\_\_ (initial) Project permit card will be posted before construction begins and must remain posted until construction is completed.
8. \_\_\_\_\_ (initial) The dock will be constructed in accordance with the Project Permit Application, plans and specifications as submitted to and approved by the Environmental Control Committee (ECC).
9. \_\_\_\_\_ (initial) Any changes to the approved plan must be reviewed and approved by the ECC. Any deviation from the approved plans will result in a penalty as outlined in the PLPOA Neighborhood Rules and Regulations.
10. \_\_\_\_\_ (Initial) YOU (the current owner) have the primary responsibility to advise anyone to whom you convey the property to, of the permit status at the time of the conveyance and must notify PLPOA in writing in advance *if* the property is to be conveyed before construction is complete and the permit closed.
11. \_\_\_\_\_ (initial) Permission is granted to the ECC and/or its representatives to access the property to assure that the dock being constructed conforms to the project permit that was approved by the ECC. In verifying these details, the ECC assumes no responsibility whatsoever for the structural aspects of the improvement being installed or constructed. The number of spot checks conducted is entirely at the discretion of the ECC and/or its representatives, but it is anticipated they may occur as follows:
  - A. Prior to consideration by the ECC, the property and dock location shall be staked to assure the structure will be sited in accordance with the Site Plan.
  - B. During construction at various intervals.
  - C. Upon completion of construction to assure that materials, architectural design, and colors of the exterior conform to the approved plans and application details will be monitor closely.
12. All construction work will take place between 7:00 a.m. and 7:00 p.m., local time, Monday through Friday; 8 a.m. to 7 p.m., local time, Saturday; and 9:00 a.m. and 7:00 p.m., local time, Sunday.
13. The property owner and contractor understand that, in the event that legal action is required to enforce the terms of this agreement or any of the terms contained in the PLPOA Project Permit Process, Declarations of Restrictions and/or Rules & Regulations affecting the Property Owner’s property, that if the PLPOA prevails, the property owner will be required to pay reasonable attorney fees and costs incurred by the PLPOA.
14. All provisions in this agreement are binding upon the Owner and contractor and the initialing of certain provisions does not affect the validity or enforceability of any other provision.
15. Violation and Fine Schedule: In consideration for obtaining a building permit, the property owner and contractor agree that they are subject to fines for violations identified in Sections D, E and F of the Neighborhood Rules and Regulations. They also acknowledge that they are familiar with and will comply with all provisions of the Project Permit Process. The contractor also acknowledges that he/she has no outstanding fines, violations or citations from PLPOA.
16. Delinquent fines will be subject to collection utilizing all remedies available to the Association, to the extent permitted by law, including reasonable legal fees and costs of collection.

The owner attests that the information above is complete, correct, and all documents needed for approval have been submitted. Owner has read and agrees to abide by the sections of the Project Permit Process that pertains to the project, the Declaration of Restrictions for this subdivision, Project Agreement, and the Rules and Regulations of the Association.

\_\_\_\_\_  
Property Owners Signature and Date

\_\_\_\_\_  
Contractor Signature and Date

\_\_\_\_\_  
Property Owners Name (Print)

\_\_\_\_\_  
Contractor/Construction Company Name (print)

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PAGOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.**  
**BOAT DOCK LICENSE AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Pagosa Lakes Property Owners Association, Inc. (PLPOA), Licensor, which is the owner of the real property in and under Lake \_\_\_\_\_ in \_\_\_\_\_ subdivision, and \_\_\_\_\_, Property Owner (Licensee) of Lot \_\_\_\_\_, located in \_\_\_\_\_, subdivision.

In consideration of the mutual promises herein contained, the parties agree as follows:

**SECTION I. GRANT OF LICENSE: DESCRIPTION OF PREMISES**

Licensor shall allow Licensee to install and use a dock contiguous to Licensee's premises, Lot \_\_\_\_\_ extending into the water of Lake \_\_\_\_\_ for a maximum distance of twenty five feet.

**SECTION II. LIMITATION TO DESCRIBED PURPOSE**

A portion of the lake may be occupied and used by Licensee solely for a marine dock extending into said lake in accord with the approval and any special instructions issued by the Environmental Control Committee (ECC), for only recreational use and incidental purposes related thereto. This License Agreement is in no way intended to grant Licensee any right, title or interest to lake property. This License agreement shall be in effect beginning the day of \_\_\_\_\_, 20\_\_\_\_; and continuing until this Agreement is terminated as provided herein.

**SECTION III. TERMINATION**

Either party may terminate this agreement at any time, by giving written notice to the other, specifying the date of termination, provided that such notice must be given not less than thirty (30) days prior to the termination date therein specified. Should the marine dock referred to in Section II above, or any essential part thereof be totally destroyed by fire or other casualty, this Agreement shall immediately terminate and in case of partial destruction, this Agreement may be terminated by either party, as provided above. Further, in the event of total or partial destruction of the said marine dock, which is the subject of this Agreement, the Licensee must remove any and all debris resulting from fire or other casualty within thirty (30) days of such occurrence. If Licensee shall convey, assign or otherwise transfer the Licensee's property contiguous to the property, which is the subject of this License, this Agreement shall be automatically assigned to the entity to which the Licensee's property is conveyed, assigned, or otherwise transferred. The Licensee expressly recognizes that the only right accruing to the Licensee hereunder is a license expressly restricted to the uses and purposes herein and that this License is not and shall never be considered an easement or other property interest. It is understood that Licensor may revoke this License at any time at its discretion.

**SECTION IV. LAKE MAINTENANCE**

Per Article 4, Section H of the Declaration of Restrictions: "Whenever the Committee shall approve plans and specifications for a pier or similar structure on or extending into any waterway, such approval shall constitute a mere revocable privilege from Declarant or its successor or successors in interest for the construction, placement and maintenance of the proposed structure."

**PAGOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.**  
**BOAT DOCK LICENSE AGREEMENT**

Should Licensee need to utilize the ten-foot easement along said Lot \_\_\_\_\_, Licenser will use reasonable diligence to avoid damage to Licensee's dock facilities thereon but may require Licensee to temporarily move or remove the dock facilities to permit shoreline maintenance. The Licenser will be held harmless for any damages to the dock facility which may occur during the removal process. In the event of a fixed pier, the Owner will be required to remove any pier supports or structures of a permanent nature which are imbedded in the lake bottom. A notice of time for removal of those items intruding into the lake will be posted by either hand delivered, regular or certified mail stating the time for removal. In the event the Owner does not remove the structures during the stated time period, the Licenser shall remove the structures, solely at the Owners expense. In the event the Owner does not comply with the removal or reimbursement for removal, the Licenser shall add the cost of any such removal to the assessment billings of the Owner.

**SECTION V. DELIVERY OF NOTICES**

Any notice mailed and addressed to Licensee at \_\_\_\_\_, or delivered to the Licensee, shall be notice hereunder by the Licenser. Any notice mailed or delivered to the PLPOA, 230 Port Avenue, Pagosa Springs, Colorado 81147, shall be notice by Licensee hereunder unless and until Licenser shall designate a different representative or address.

**SECTION VI INDEMNIFICATION OF LICENSOR**

Licensee shall indemnify and hold harmless Licenser for any and all liability, personal injury, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the property and marine dock covered by this License, or any means of ingress thereto or egress therefrom.

**SECTION VII LIABILITY INSURANCE**

Licensee shall carry and pay for personal injury and property damage liability insurance in an amount at least equal to \$100,000/300,000, carried for the life of the dock, for the purpose of protecting Licensee and Licenser from any claims or suits for damages resulting from, or in any way connected with, the condition or use of the property covered by this License. PLPOA must be an additionally named insured.

**PAGOSA LAKES PROPERTY OWNERS  
ASSOCIATION (GM signature)**

**PROPERTY OWNER  
(Owner signature)**

BY: \_\_\_\_\_

BY: \_\_\_\_\_