

APPENDIX E SHARED DOCK AGREEMENT

This Agreement, entered into this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_, as co-Owners of a Dock assigned to Lots \_\_\_\_\_ shall constitute the terms of use regarding the Dock space to be shared by said individuals. These terms and not exhaustive and may be altered or amended by the Parties, if approved by the Lake Lotawana Association. These terms and not exhaustive and may be altered or amended by the Association at any time. The following shall govern the use of any Dock shared between two or more property Owners:

1. Owners will be responsible for the maintenance and/or repair of the shared Dock in accordance with their Ownership rights. The Owner of each property shall be responsible for the costs of maintaining or making any necessary repairs. However, if it is alleged that any such need for repair is due to the acts and/or omissions of one of the Owners, then such Owner shall be solely responsible for such repair. If an agreement cannot be reached by the co-Owners within a reasonable amount of time (not to exceed 60 days) regarding fault and/or payment for repair of any damage to the Dock, the parties may bring their case to the Lake Improvement Board of the Lake Lotawana Association, who will then have final say in the matter.

2. Each Owner of a Dock shall have equal rights to the use and enjoyment of said Dock space. Each Owner shall have the right to allow friends and Family members who do not reside at the Lake to use and enjoy Dock privileges, but such right does not extend to the use of individuals who do not own property in Lake Lotawana to use the Dock at any time in which the Dock Owner is not present. Without any exceptions, no Boat may be Docked on Lake Lotawana that does not belong to a property Owner and/or is not registered with the Association.

3. Each party to this agreement will indemnify and hold the other Owner and the Lake Lotawana Association, Inc. harmless for any injury, loss, damage, cause of action, or claim resulting from any and all acts or omissions of the party, his agent, guest or other persons or entities on or utilizing the premises at the party's request. All Owners must carry and show proof of liability insurance Covering any Owners use and the use of any authorized individuals.

4. A Dock co-Owner shall make no changes or modification that would require approval from the Lake Lotawana Association Inc. to any portion of their Dock without prior written agreement with the other Owner.

5. The parties to this agreement shall keep his Dock clean and free of any impediment (boxes, lockers, ice chest or any personal property). Each party must keep the Dock in a reasonably safe condition and ensure the Dock does not present a safety risk.

6. Each co-Owner of a Dock shall use his slip or any other area of the Dock for the purpose intended and only for the size and character of their Boat suited to their slip

Signatures of shared dock owners:

Signature \_\_\_\_\_ Lot/Block \_\_\_\_\_

Signature \_\_\_\_\_ Lot/block \_\_\_\_\_