

SITE APPLICATION AND LEASE AGREEMENT

Lake Sites

1. Following are the requirements necessary to obtain a Laurel Lake and Beach Club Property Owners Association, (LLPOA), pier site permit.

- (a) Applicant/Lessee must produce physical evidence of membership in the LLPOA as either a Property Member or Social Member in good standing.
- (b) Applicant must make payment of a one-time dam maintenance fee of **\$100.00**. Applicant is required to pay an annual pier site permit fee of **\$135.00 before May 1st** of each year, in addition to the annual membership fee of **\$160.00**.
- (c) Lessee must obtain all necessary governmental approvals for activity on the site.
- (d) Applicant acknowledges and accepts that his/her failure to maintain payment of established fees on a current basis, or failure of anyone using his/her site to abide by the rules and regulations of the LLPOA may result in the automatic termination of his/her pier site permit. Applicant further acknowledges that his/her failure to comply with annual payment or to comply with rules and regulations will result in the Pier Lease permit being forfeited, and the lessee of the pier site will be given thirty (30) days within which to either remove his pier from the property of the Association or to sign a waiver relinquishing all rights to ownership and interest in the pier to the Association. If the lessee does not remove his/her pier or sign a waiver within thirty (30) days, he/she will give up all rights to the pier and the Association may dispose of the pier as the Board of Directors sees fit. If the Association has to remove the pier, the lessee will be billed for all costs of removal.
- (e) Applicant must have and maintain at all times that the pier site permit is in existence, liability insurance on the pier site, pier and any boat. Pier site number must be on this policy and the LLPOA MUST BE NAMED AS AN ADDITIONAL INTERESTED PARTY. Additional requirements must be met for Power boats. A copy must be given to the Financial Secretary. Pier site number must be on water end of pier and at the road entrance. No Trespassing and Private Property signs must be installed and maintained on the pier site by lessee. Applicant agrees to SAVE HARMLESS AND INDEMNIFY THE LAUREL LAKE PROPERTY OWNERS ASSOCIATION FROM ANY COSTS, EXPENSE AND LIABILITY WHICH MAY ARISE IN ANY WAY WHATSOEVER AS A RESULT OF FAILURE TO MAINTAIN LIABILITY INSURANCE ON THE PIER SITE.

2. If the lessee desires to install a bulkhead at the pier site, it is the lessee's responsibility to obtain a Flood Hazzard Individual permit by applying and filing with the Division of Land Use Regulation an application with plans procured by a certified professional engineer. A copy of the application shall be provided to the Board of Directors within ten (10) days of filing.

3. Upon approval by the Division of Land Use Regulation, the plan must be submitted to the Board of Directors and the work must be completed within sixty (60) days of the Board's approval.

4. It is the lessee's responsibility, before making any modifications to the pier site to apply for an Applicability/Jurisdictional Determination from the Division of Land Use Regulation so that the lessee is provided with clear information on what permits may be required for the modifications they would like to make. Lessee may not alter the existing conditions of a pier site in any manner whatsoever without the written approval of Board of Directors. This includes but is not limited to, changing of ground contours, excavation, filling, removal of trees, shrubbery or any natural growth, or doing any construction of any type whatsoever. Lessee is prohibited from installing permanent electric service, water service or any other utility on, or adjacent to, the pier site. **VIOLATION WILL CAUSE IMMEDIATE TERMINATION OF THE PIER SITE PERMIT.** Lessee agrees that if the pier site lease is terminated pursuant to this provision, lessee shall reimburse the LLPOA for all costs involved in the restoring of the site to its original condition and/or which may arise as a result of lessee's actions.

5. The lessee is responsible for adherence of all LLPOA rules, regulations and bylaws ("rules") regarding use of the assigned pier site, LLPOA facilities and the lake. Lessee agrees that violation of any LLPOA rule is cause for termination of pier site permit. LLPOA retains the right to terminate the pier site lease for other cause. Lessee and anyone gaining access to the lake through lessee will not cause or allow any boat or watercraft to be placed upon the lake without a LLPOA boat decal and proper insurance per LLPOA rules. All power boats must

be registered to the member. Operators must have a NJ boat license and have a NJ safe boating certificate, follow the prescribed water route and comply with all laws and rules for operation of a boat or watercraft and use of the lake.

6. Lessee acknowledges and agrees that the LLPOA has the right to enact, modify, amend or delete rules for the use of pier sites and/or the lake.

7. Piers must be constructed of suitable materials and maintained in safe and good condition. Any new or transferred pier may not project more than 25 feet into the water and shall not be over 8 feet in width. There shall be no overhead construction, canopy, awnings or any permanent structure on the pier. No permanent building shall be on the site. No pontoon piers are allowed. If determined by any LLPOA inspection that a pier, bulkhead, or structure fails to comply, or is unsafe, or needs improvements or repairs, lessee will complete the directed actions within 30 days. Lessee can appeal the direction to the Board of Directors, but any appeal will not stay the 30-day requirement. Failure to take the directed action will be cause for termination of the pier site permit.

8. Piers may not be sold or transferred by lessees without processing this request through the Board of Directors. The lessee agrees and acknowledges that if lessee moves from the tract, or in any way relinquishes or loses their pier site permit, or if the pier site permit is terminated or not renewed by the Board of Directors, the pier site and all structures attached or on it will automatically revert back to the Board of Directors. However, upon written approval of the Board of Directors, the lessee shall have 60 days to remove any pier or structure, from the pier site, provided that the lessee fully returns the site to the condition as set forth in that written approval. Bulkheads are not to be removed.

I, _____, Applicant/Lessee of Pier Site # _____ have read the provisions of this document; fully understand all of its parts. In exchange for the Laurel Lake Property Owners Association issuing this Pier Site Permit to me, I acknowledge and agree to the terms and conditions contained in this document. I further understand that Laurel Lake Property Owners Association is a private organization and has no power or authority to waive or modify any government rules, regulations, statutes, ordinances or requirements in exchange for the Laurel Lake Property Owners Association issuing this permit to me. I acknowledge and agree that I and anyone using or entering this property through me, will fully and completely comply with any and all terms and conditions of any and all governmental rules, regulations, statutes, ordinances or requirements that apply to this property. I HEREBY AGREE TO SAVE HARMLESS AND INDEMNIFY THE LAUREL LAKE PROPERTY OWNERS ASSOCIATION FROM ANY COSTS, EXPENSE AND LIABILITY WHICH MAY ARISE IN ANY WAY WHATSOEVER, BY, FROM OR THROUGH THE ISSUANCE OF THIS PIER SITE PERMIT TO ME OR FROM OR THROUGH MY USE OF THIS SITE OR BY REASON OF ANYTHING THAT I DO OR IS DONE ON THIS SITE WHILE I HOLD THIS PIER SITE LEASE.

Approved, LLPOA

Applicant/Lessee

For Year 2023-2024

Revised 2017