

# ASSOCIATES AT CHAPMAN LAKE, INC

## Dock Policy

Effective: March 9, 2019

### I. PURPOSE

The purpose of this policy is to state our position on docks placed in the waters of Chapman Lake.

### II. BACKGROUND

- Since 2007 the Associates at Chapman Lake, Inc. ("AACL") has provided financial support for Chapman Lake maintenance and expenses such as insurance, property taxes, fish stocking, etc. In order to do this, AACL relies primarily on the income provided by lake residents in the form of annual lake fee payments, which are paid for recreational use of the lake.
- Recreational use of the lake may in certain cases include placement of a dock.

### III. POLICY

- A. Payment of the recreational fee does not provide the payee with land access to the lake. The AACL does not own or control the land around the perimeter of the lake. Use of this land to access the lake is at the discretion of individual land owners subject to applicable law.
- B. Lake residents with lake front property are permitted to place a removable dock in the lake. To be considered removable, the dock must rest on the lake bed and not be set into the lake bed.
- C. Floating docks are not permitted.
- D. To protect the health of the lake, docks may be constructed of wood, aluminum or PVC. Use of metals other than aluminum are not permitted.
- E. Dock owners are not permitted to place their dock in front of someone else's lakefront property, unless permission is explicitly granted by the land owner.
- F. There shall be no additional permanent docks (docks which use pilings and/or which are not intended to be removed from the lake) without the express written permission of the AACL.
- G. Unauthorized docks:
  - (i) Only those lake residents who are in good standing with AACL are permitted to maintain docks. Should the account become delinquent, the lake resident will be subject to the Delinquent Account policy. Those who trespass on Chapman Lake will be considered a defiant trespasser pursuant to 18 Pa.C.S. § 3503.

- H. Each dock, regardless of type and/or location, must comply with Department of Environmental Protection (DEP) regulations.

#### **IV. USAGE AT OWN RISK; INDEMNIFICATION**

**Any resident, guest, or other person who participates in lake activities shall do so at his or her own risk and shall indemnify, defend, release, hold harmless, and forever discharge AACL, its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in lake activities, by said lake resident, guest, or other person, and any of his or her guests and any members of his or her family. Should any resident, guest, or other person bring suit against the Indemnitees in connection with lake activities or relating in any way to the AACL, and fail to obtain judgment therein against the Indemnitees, said resident, guest, or other person shall be liable to the AACL for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings. The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**