

Lake Harmony Slip and Dock License Rules and Regulations

The Lake Harmony Group (“LHG”) licenses the boat slips (“LHG Slips”) adjacent to the docks attached to the streets owned by the LHG. All licensees of LHG Slips are required to comply with these Rules and Regulations (the “LHG Slip Rules”). Payment of slip fees constitutes acceptance of these LHG Slip Rules.

1. LHG licenses LHG Slips only to homeowners who are members of the Lake Harmony Association or the Lake Harmony Estates Property Owners Association who do not have deeded rights (either by ownership or easement) to frontage on Lake Harmony. No other person may apply for or be granted a license to use an LHG Slip.

2. For reasons of safety and to ensure that the lakefront access areas, including the LHG-owned streets, remain accessible, LHG Slips on access areas on the south side of Lake Harmony will be licensed only to homeowners on or adjacent to South Lake Drive and LHG Slips on access areas on the north side of Lake Harmony will be licensed only to homeowners on or adjacent to North Lake Drive.

3. Homeowners wishing to license an LHG Slip must contact LHG by email at lakeharmonygroup@gmail.com. If an LHG Slip is available on the side of the lake street adjacent to the homeowner’s property, the homeowner will be provided an application for a license for the upcoming season. If a slip is unavailable, the homeowner will be placed on a waiting list for available LHG Slips on either North Lake Drive or South Lake Drive as appropriate.

4. Only one LHG Slip will be assigned per home and per homeowner. Homeowners who own more than one home in Lake Harmony are eligible for and will be assigned only one slip. LHG Slips cannot be used by anyone other than the homeowner; LHG Slips cannot be rented or loaned to anyone and must be occupied only by a boat owned by the licensee.

5. LHG Slips are for the docking of motorized watercraft only and all boats using a LHG Slip must be permitted and water worthy. Non-motorized watercraft may be stored on the LHG access areas properties so long as such watercraft do not impede access to the docks, LHG Slips or access to the lake.

7. All boats in LHG Slips, and all nonmotorized watercraft being stored on access areas, must be removed from LHG property no later than October 31 each year.

8. Licensees shall be responsible to maintain the dock adjacent to their assigned LHG Slip. Licensees who seek to make dock repairs beyond routine maintenance must obtain approval from LHG before undertaking any work and, to the extent necessary, obtain any necessary building or other permits and governmental approvals. All such work shall be in compliance with applicable local, state and federal laws.

9. Licensees accept and assume liability for all loss, damage, injury or death that may arise directly or indirectly as a result of the use of the licensed LHG Slip and adjacent dock and agree that LHG is not responsible for any loss or damage whatsoever including but not limited to; loss or damage caused by wind, fire, theft, storm, explosion, or any other cause, to any property belonging to the Licensee.

10. Licensees shall indemnify, hold harmless, and at LHG's request, defend LHG, the Lake Harmony Association and the Lake Harmony Estates Property Owners Association and their officers, directors, agents and employees (the "Indemnitees"), against all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and cost of suit, arising from the Licensee's use of the licensed LHG Slip and adjacent dock, including, without limitation, any claim based on the death or bodily injury to any person, destruction or damage to property, or the negligence, omissions or willful misconduct of the Licensee; provided, however, that the Licensee's indemnity obligations hereunder (not its defense obligations) shall not extend to the percentage of liability conclusively determined to be directly attributable to any Indemnitee's willful misconduct. To the full extent permitted by law, all indemnity obligations shall be regardless of degree of fault, even if caused by the negligence of any degree or character (whether sole, joint, concurrent; active or passive; ordinary, per se, gross or recklessness) of any of the Indemnitees.

11. No improvements, changes, alterations, plantings, removal of trees or plants can be done at any access area or LHG-owned street without prior written approval from and coordination with the Lake Harmony Group.

12. Any LHG Slip that is not used by the licensee for more than 50% of the period between Memorial Day and Labor Day each year, or for which slip fees are not paid, will presumptively revert to the LHG for reassignment the following boating season.

13. LHG Slips will presumptively be assigned in each consecutive year to the existing licensee provided that such licensee has paid the required fees and complied with all Rules and Regulations of the LHG. Notwithstanding the foregoing, LHG reserves the right to revoke any homeowner's right to license an LHG Slip or to reassign any LHG Slip in advance of upcoming boating season.