

Pagosa Lakes Property Owners Association

BUILDING PERMIT PROCESS

SECTION 5: PERMITS FOR DOCKS

The “Docks on Subdivision Lakes” document, as adopted by the Board of Directors, is incorporated in the Building Permit Process. PLPOA staff will insure that Section 5 contains the most recently approved documents.

POLICY AND PROCEDURE MANUAL

Pagosa Lakes Property Owners Association

Subject: Docks on Subdivision Lakes

A. PURPOSE:

To establish a policy and procedure which implements PLPOA Resolution 2002-04 regulating boat docks.

B. POLICY:

Only property owners in good standing who own property with lake frontage will be allowed to apply for a dock.

C. Application:

1. All applications must first be submitted to Pagosa Area Water & Sanitation District (PAWS) for review and approval. PAWS is primarily concerned with the proposed building materials. As the lakes within Pagosa Lakes are the primary source of drinking water for our area, and PAWS is the owner of the water contained within our lakes and distributor of the drinking water supply, PAWS reserves the right to disallow the use of any material which they may deem harmful to the water supply. An approval from PAWS is mandatory prior to beginning the approval process within the Association.
2. Applicants for a dock must execute and submit a License Agreement (see Attachment 1).
3. Applicants must complete a Dock Application Form (see attachment 2).
4. Applicants must submit two copies of a plan drawing showing location, size, configuration, material specifications and anchoring methods.
5. Applicants must submit payment of an application fee.

D. Design criteria for structures and improvements

Material specifications are additionally subject to the approval of Pagosa Area Water And Sanitation District.

All docks may be designed to be either floating and seasonally removable or with permanent supports, anchors, piers, pilings in/on the lake bottom. See disclosure pertaining to permanent docks contained below.

Design and construction requirements:

1. Dock surface area is limited to a maximum of 120 square feet.
2. Walkway and access ramp and dock cannot exceed 20 feet from the lot property line.
3. Walkway and ramp maximum width will be four (4) feet.
4. Flotation devices must be plastic, fiberglass or aluminum. Neither bare Styrofoam nor steel drums will be allowed.
5. Anchoring devices for floating docks shall be hinged in such a manner to allow at least 30 inches of fluctuation in the lake water level.
6. Hand rails cannot exceed 48 inches in height.
7. Deck materials must be redwood, cedar, or trex finished in natural wood color. No pressure treated wood shall be allowed at or below the water line. Material specifications are subject to the approval of Pagosa Area Water And Sanitation District.
8. Property Owner must carry and maintain personal injury and property damage liability insurance in an amount at least equal to \$100,000.00/\$300,000.00, throughout the life of the dock. PLPOA will be shown as the co-insurer.

E. Application Process:

- 1. After approval by PAWS, Department of Property and Environment (DPE) manager will review the dock application package and make a recommendation to the ECC. Dependant on the nature of construction and to protect water quality, a storm water mitigation plan and revegetation of the area may be necessitated.**
- 2. ECC will consider the application package at a regular meeting and approve or disapprove the dock application as submitted.**
- 3. If approved, DCC will issue a building permit and return an approved stamped set of plans to allow the construction of the dock.**
- 4. After dock construction is completed, a DCC inspector will inspect it to assure compliance with plans and then the License Agreement will be signed by the PLPOA General Manager, or designated staff member, and recorded with the County Recorder.**

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 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.”

Should Licensee need to utilize the ten-foot easement along said Lot _____, Licensor 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 Licensor 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 Licensor 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 Licensor 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 Licensor. Any notice mailed or delivered to the PLPOA, 230 Port Avenue, Pagosa Springs, Colorado 81147, shall be notice by Licensee hereunder unless and until Licensor shall designate a different representative or address.

SECTION VI INDEMNIFICATION OF LICENSOR

Licensee shall indemnify and hold harmless Licensor 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 Licensor 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 named as co-insured.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year above written.

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION

PROPERTY OWNER

BY: _____
Its: _____

BY: _____

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____,

SUBSCRIBED AND SWORN to before me this ____ day of _____, _____ by _____

an authorized officer of the Pagosa Lakes Property Owners Association, Inc., on behalf of said corporation.

Notary Public

Witness my hand and seal.

My Commission Expires: _____

Notary Public

My Commission Expires: _____

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.
DOCK APPLICATION

NAME _____ PHONE _____

ADDRESS _____

BLOCK/LOT NUMBER _____ SUBDIVISION _____

CONTRACTORS NAME AND ADDRESS _____

SCHEDULED START _____ SCHEDULED COMPLETION _____

ACCESS RAMP DIMENSIONS _____

DOCK DIMENSIONS _____

DESCRIPTIONS OF DOCK ANCHORS OR PIERS _____

DESCRIPTION OF FLOATATION DEVICES _____

The owner attests that the information above is complete and correct. Owner has read and agrees to abide by the Declaration of Restrictions for this subdivision, Boat Dock Agreement and the Rules and Regulations of the Association.

OWNERS SIGNATURE _____ DATE _____

DATE APPLICATION AND PLANS RECEIVED (2 COPIES) _____

APPROVED FOR CONSTRUCTION DATE DISAPPROVED DATE

Pagosa Area Water & Sanitation District

Pagosa Area Water & Sanitation District

Pagosa Lakes Property Owners Association (DPE)

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Pagosa Lakes Property Owners Association (ECC)

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PERMIT # _____ ISSUED _____ DATE FEE RECEIVED _____