

**NORTH SHORELAND PROPERTY OWNERS ASSOCIATION  
2023 OUTLOT BOAT DOCK ACCESS AND USE AGREEMENT**

WHEREAS, the North Shoreland Property Owners Association, Inc. is the owner of Outlot #1 located at 13075 North Shoreland Dr. in the subdivision known as North Shoreland, and North Shoreland 1<sup>st</sup> Addition, and WHEREAS, the North Shoreland Property Owners Association desires to grant to certain members of the Association certain rights and privileges, as well as illuminate certain responsibilities of the User, to preferential access and use of a portion of the property owned by North Shoreland Property Owners Association, and

WHEREAS, \_\_\_\_\_, hereafter referred to as the "Permissive User", desires to enter into an Agreement with the North Shoreland Property Owners Association, hereafter referred to as "the Association", in order to be granted the rights and privileges to preferential access to and use of a portion of the property owned by the Association IN CONSIDERATION OF THE TWENTY FIVE DOLLARS (\$25.00) IT IS HEREBY AGREED, by and between the Association and the above named Permission User as follows:

1. This Agreement is in force until the end of the current fiscal year of the Association or for one year, which ever is less. This Agreement shall be renewable, and a new Agreement signed, each year on the first day of the fiscal year of the Association, which is May 1<sup>st</sup>, upon satisfactory performance by the Permissive User of the conditions of this Agreement, including but not limited to being a member in good standing of the Association, with all dues and assessments have been paid.
2. The Permissive User is limited to owning one-half of a two-sided dock (Dock # \_\_\_\_). Such dock shall be constructed in a location designated by the Association. It shall be constructed to conform explicitly with the Boat Dock Specifications maintained by, and available from, the Association. Such boat dock shall be maintained in the manner specified by the Association and the Southern Illinois Power Cooperative (SIPC). Each Permissive User is expected to share all maintenance and repair costs. Refusal to share in costs can affect the satisfactory performance of this Agreement as specified in paragraph one of this Agreement.
3. It is agreed that such boat dock shall be for the private, recreational benefit of the Permissive User, family and guests. Docks are never to be rented out to anyone, however the Permissive User may grant permission for another NSPOA member (secondary user) to utilize the dock if that member is in good standing with the Association. The Permissive User must inform a NSPOA Board Member of this arrangement.
4. The boat owned and registered to the permissive user or secondary user must conform to both SIPC regulations (i.e. boat length and enclosure restrictions) and valid IL Dept of Conservation registration.
5. The Association does not warrant, promise, or imply that the Boat Dock Access and Use Agreement will be binding in any manner upon the Southern Illinois Power Cooperative (SIPC). The Permissive User, however, shall be required to comply with, and be subject to, all rules, regulations and directives of SIPC as they may relate to the use of the Lake of Egypt. This Agreement will be binding upon the parties hereto so long as same is permitted by SIPC. This Agreement is non-assignable and non-transferable.
6. In the event the Permissive User no longer desires to maintain the Agreement, due to the fact, the Association shall be notified immediately. The Permissive User may sell the boat dock either to another qualified member of the Association, or to the Association itself.

7. In the event the Permissive User will no longer be maintaining the Agreement due to sale of subdivision property/house, and therefore no longer qualify as a member of the Association, the dock must be sold/transferred either to the new owner of the house and or property, to another qualified member of the Association, or to the Association itself. In the event the Association determines the Permissive User has abandoned the dock due to reasons such as lapse in dues, property foreclosure, or failure to maintain as specified in paragraphs (1) and (2) the Association shall maintain the right to take possession of that portion of the dock specified in this Agreement and assign to another qualified member.
8. In the event the ownership of a boat dock changes, due to any of the situations mentioned above, the new owner must execute a new Boat Dock Access and Use Agreement, unless the new owner is the Association itself.
9. The Permissive User agrees to indemnify, hold harmless, and release the Association, its members, Board of Directors, and employees from any and all claims, demands, suites or otherwise by reason of personal injury or damage of loss of property due to any cause whatsoever.
10. The Permissive User, by signing the Agreement, agrees to carry liability insurance on said dock.
11. Any notice to terminate this Agreement, due to a breach of the terms and conditions contained herein, shall be given by the party wishing to terminate this Agreement to the other party in writing thirty (30) days prior to the effective date of the termination.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Permissive User: \_\_\_\_\_

Address: \_\_\_\_\_

Outlot Director or President: \_\_\_\_\_

North Shoreland Property Owners Association

Revised April 19, 2023

October 17, 2018

March 18, 2009

June 1, 1996

May 6, 1996

NSPOA Boat Dock Access Use Agreement