

**DECLARATION OF ENCROACHMENTS ON CBHA WATERFRONT STRIP
AND ALL CBHA, Inc. Property**

This Agreement is entered into this _____ day of _____, 2009, by and between Cranberry Bay Homeowners Association (CBHA) and _____, (owner), whose lake address is _____.

Encroachment on CBHA Property

1. CBHA grants to Owner a revocable license to keep all current encroachments and items of landscaping and construction on the CBHA waterfront property, subject at all times to the rights of all lot owners in the existing pedestrian ingress/egress easement.
2. Owner agrees not to hinder the free passage across and through the CBHA property by any lot owner in the Bounds Addition who has the right of pedestrian passage.
3. Owners will declare in writing what items of their property are currently on CBHA property with the dimensions of decks, patios, and landscape treatment.
4. No further buildings, replacements, additions, or improvements shall be made on the CBHA property without the express written consent of CBHA.
5. Owner agrees to keep and maintain liability insurance on their docks and all items of construction and landscaping placed on CBHA property and provide proof of the same to CBHA upon request.
6. Owner agrees that the license granted herein is nontransferable and will terminate upon the earlier of a) sale of Owner's lot in the Bounds Addition, b) breach of by Owner of this Agreement.
7. Owner further agrees that upon termination of the within license or removal by Owner of any items of encroachments from the property belonging to CBHA, Owner immediately shall restore the land to a condition which existed prior to the placement of the encroachments, ordinary wear excepted.
8. In the event that CBHA removes any of Owner's encroachments from the land as a result of Termination of this license, then Owner shall pay the reasonable costs of removal and restoration of the land to its original condition, ordinary wear excepted.
9. Owner agrees to mow the lawn areas around his/her improvements located on CBHA property.
10. **Filing Affidavit of Facts.**
CBHA may file a copy of this Agreement with the Licking County Recorder's Office under the provision of ORC 5301.252 by Affidavit of Facts, as permitted by Ohio law.
11. Upon the Owner putting their lot up for sale, a review by CBHA of encroachments permitted to stay could be requested and that declaration could be available for review by all potential new owners. This declaration would be honored by CBHA.

<u>ENCROACHMENT</u>	<u>MATERIAL</u>	<u>DIMENSIONS</u>
<input type="checkbox"/> WALKWAY	_____	_____
<input type="checkbox"/> DECK ATTACHED TO DOCK	_____	_____
<input type="checkbox"/> DECK ATTACHED TO HOUSE	_____	_____
<input type="checkbox"/> PATIO	_____	_____
<input type="checkbox"/> FIRE PIT(PORTABLE ONLY)	_____	_____
<input type="checkbox"/> FENCE	_____	_____
<input type="checkbox"/> LANDSCAPING	_____	_____
<input type="checkbox"/> UNDERGROUND ELECTRICAL	_____	_____
<input type="checkbox"/> UNDERGROUND DRAINAGE	_____	_____
<input type="checkbox"/> DRAIN	_____	_____
<input type="checkbox"/> PARKING AREA	_____	_____
<input type="checkbox"/> Owner has no encroachments on CBHA, Inc. property		

OWNER(s) Signature (Date)

CRANBERRY BAY HOMEOWNERS ASSOCIATION

Please Return to: Cranberry Bay Homeowners Association
P.O. Box 1565
Buckeye Lake, Oh 43008