

## DECLARATION OF ENCROACHMENTS ON CBHA WATERFRONT

### STRIP AND ALL CBHA, Inc. Property

*Please complete and return to the CBHA Mailing address below.*

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

Place an "X"	ENCROACHMENT TYPE	MATERIAL(s) TYPE	DIMENSIONS
	WALKWAY		
	DECK - ATTACHED TO DOCK		
	DECK - ATTACHED TO HOUSE		
	PATIO		
	FIREPIT (Temporary)		
	FENCE		
	LANDSCAPING		
	UNDERSGROUND ELECTRICAL		
	UNDERGROUND DRAINAGE		
	DRAINAGE OTHER		
	PARKING AREA		
	OWNER HAS NO ENCROACHMENTS on CBHA Property		

**NOTE:** Include Supplemental documents, drawings, etc., if/as needed

**Signed:**

**Homeowner Signature:** \_\_\_\_\_

**Homeowner printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CBHA Representative Approval Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please Return to:**

Cranberry Bay Homeowners Association

P.O. Box 1565

Buckeye Lake, Oh 43008