

LAKE ARROWHEAD ASSOCIATION, INC
Pier & Boatlift Application

PLEASE READ THE ENTIRE APPLICATION
COMPLETE THE INFORMATION AND SUBMIT TO THE A & E COMMITTEE

*The Association has adopted DNR regulations and administrative rules pertaining to constructions of piers, wharves, boat shelters and swim rafts.
Violations of said regulations are enforceable by the DNR.
Please consult with Adams County, the Town of Rome, and the DNR to see if additional permits are required.*

REGULATIONS AND POLICIES

(Member) On-site Requirements:

- ◆ Using a 2 x 4 stake, locate the area of the proposed pier.
- ◆ Place the parcel number and subdivision initials on the stake.
- ◆ Locate [where your 30-foot viewing corridor \(see page 7 for definition\) will be](#). Your pier, boatlift(s) need to be inside that corridor.

General:

- ◆ The dock location and placement, as may be approved by the A & E Committee, is subject to the Covenants and Restrictions for Lake Arrowhead.
- ◆ An approved permit is required by the Association and should be submitted 30 day prior to Committee action. This will allow sufficient time for review and an on-site inspection. The inspection is conducted in order to ascertain whether there is overcrowding of piers. The A & E Committee shall determine when the shoreline area has been filled to capacity and no further piers, extensions and/or placement are allowed.
- ◆ Submit photographs of the shoreline showing the location of the proposed pier location. If possible incorporate neighboring piers in your photographs.
- ◆ A watercraft is defined as a boat, vessel (including jet skis), sailboats and inflatable units other than a seaplane, used or capable of being used as means of transportation on water.

Site Plan Requirements:

- ◆ **Attach** a site plan to show the location of the proposed pier, [within the viewing corridor](#), and the distances, on either side, to the nearest neighboring pier.

Pier Specifications:

- ◆ Materials should be non-toxic.
Examples of deck and post materials may be pine, cedar, aluminum or redwood.
- ◆ MINIMUM WIDTH: Three (3) feet MAXIMUM WIDTH: Four (4) feet

Pier Specifications Continued:

- ◆ LENGTH: Sufficient to obtain adequate depth for the size of watercraft (25'-30'). Length of pier may vary depending on shoreline conditions, lake-depth and size of boat. The pier shall not protrude into a navigable waterway. To determine the line of navigation for your shoreline simply use the greater of the following three distances: 1). The length of your boat. 2). The distance from shore at which the water depth reaches three feet. 3). The distance from shore at which the water is sufficiently deep so as to accommodate your watercraft.
- ◆ DISTANCE BETWEEN PIERS: APPROX. 25 – 35'. The Committee, when necessary, may approve a variance regarding the distance between piers in accordance with DNR regulations.
- ◆ STYLE: All pier styles should be straight. The straight style may be enforced according to the available shoreline within the requested area. The addition of an "L" section may be permitted if approved and for stabilization purposes. "L" section to be no longer than 10-foot long and 4-foot wide. OR a platform section no larger than 8x12 provided there is sufficient room between piers.
- ◆ IDENTIFICATION: Pier must display the subdivision and parcel number of the owner for inspection purposes. Lake Arrowhead Association will provide the ID plate upon approval.
- ◆ PIERS ALLOWED: **One** pier is permitted per lake view property, [within the viewing corridor](#).

WATERCRAFT HOISTS/SHORE STATION REQUIREMENTS:

- ◆ Boat hoists/lifts permitted with Committee approval.
- ◆ **One or Two** watercraft lift(s) – shore station is permitted per lakeview property, [located within viewing corridor](#). - A lift **must be** connected to uplands by a pier and be limited to a single watercraft.
- ◆ A lift cannot interfere with public rights or rights of other pier owners.
- ◆ A lift must allow free movement of water underneath and may not cause deposition of sediment on the bed of a waterway.
- ◆ A lift may not exceed 12'x24' and cannot have any sidewalls or drops.
- ◆ Canopies are permitted providing roof pitch is not less than 1 foot or more than 2.5 feet from peak to eaves. Canopies should be green, brown, blue, gray in color and not to be "visibly intrusive" when viewed from the water. Also, it should blend with the natural background when viewed from the water. Canopy should be vinyl or similar material.
- ◆ The boatlift/pier must be completely removed from water between Nov. 15th and April 1st.

REV4/98 WORD.pier.doc

REV10/02WORD.pier.app10.02.doc revision underlined

REV09/15WORD.pier.app09.15.doc revision in red

REV11/16WORD.pier.app11.16.doc revision in blue

REV09/17WORD.pier.app09.17.doc revision in green

Remember: 2 Photographs of the area must be submitted with application.

Lake Arrowhead Pier and/or Boatlift Permit Application
1195 Apache Lane - Nekoosa, WI 54457 - 715/325-2904 FAX 715/325-3470

Refer to ARTICLE V of the Covenants, Sec 1 -29

Submit permits 30 days prior to commencement of construction

Property Owner: _____

Address: _____ City: _____

State: _____ Zip: _____ Day Telephone: _____

PLEASE COMPLETE

Lot No. _____ Subdivision: _____ to Lake Arrowhead

Lake Arrowhead Property Address: _____

Type of Improvement: Pier Boatlift Personal Watercraft Lift

Materials Used: _____

Proposed Location- [please show on site plan that needs to be attached to this document. Site plan must include location of viewing corridor, buffer area, and pier location.](#)

Dated Estimated To Begin: _____ Complete Construction: _____

For Architectural and Environmental Control Committee Use Only

Approval Date: _____ **Denial Date:** _____

Tabled Date: _____

Committee Signature: _____

**Lake Arrowhead Association, Inc.
Architectural and Environmental Control Committee
Lake Arrowhead Association, Inc.**

Consent Resolution – Board of Directors

The undersigned, being all of the Directors of the LAKE ARROWHEAD ASSOCIATION, INC., a Wisconsin corporation, do hereby consent to and adopt the following Preambles and Resolutions pursuant to Section 181.172 of the Wisconsin Statutes:

WHEREAS, both legal counsel and Lake Arrowhead Association's consulting engineer have noted that the shoreline of Lake Arrowhead, wherein docks may legally be placed, cannot accommodate an unlimited number of pier placements, and

WHEREAS, said attorney and engineer have advised the Board of Directors that the wording of "Private Docking Areas" and "Potential Future Docking Areas" are not intended to place precise lines of demarcation for said docking area, and

WHEREAS, certain docks have been issued permits in areas not precisely located within said "Private Docking Areas" or "Potential Future Docking Areas", and

WHEREAS, it is the intent of the Board of Directors, acting in behalf of the membership, to preserve the greatest amount of shoreline, and refrain from excessive shoreline clutter that may detract from its natural beauty.

NOW, THEREFORE BE IT RESOLVED, that additional permits for docks may be issued to off-shore or off-waterfront property owners within their respective Lakeview (waterfront) Additions to Lake Arrowhead and within areas designated as "Potential Future Docking Areas", providing all Lakeview (waterfront) property owners have been provided dock locations within these respective additions.

FURTHER RESOLVED that all private docking facilities that have been approved by the Architectural and Environmental Control Committee may remain at its approved location until expiration of the Dock Installation Agreement.

FURTHER RESOLVED, that this policy supercedes previous rules and actions of the developer and Board of Directors.

FUTHER RESOLVED, that every effort will be made to preserve, the natural environment of the shoreline, consistent with Adams County Wetlands Protection Ordinance, State of Wisconsin Department of Natural Resources Regulations and Administrative Rules, and the intent of the Public Trust Doctrine.

FURTHER RESOLVED, that extension of docking facilities that result in greater liability for the Association shall not be permitted.

FURTHER RESOLVED, that all property owners as a condition to being allowed to construct and maintain a dock in accord with the above, be required to enter into an agreement with the Association.

FURTHER RESOLVED, that all private docks shall be constructed and maintained in accord with the specifications set forth by State of Wisconsin Department of Natural Resources Regulations and Administrative Rules, and the policies and requirements of Lake Arrowhead Association, Inc.

DATE: December 18, 1997

Russell Nelson, Phillip Strand, William Graumann, Jack Jahnke,

Robert Sanders, Directors

Pier and/or Boatlift Agreement

WHEREAS, _____ (“Owner”, whether one or more) is the Owner of Lot ____ in the _____ Addition to Lake Arrowhead, and desire to construct and maintain or continue to maintain a dock adjacent to that portion of the Association’s common area so designated on the final plat of said addition. Renewal approval is determined by the Lake Arrowhead Association, Inc. (Association) and/or the Architectural and Environmental Control Committee (A&E), and

WHEREAS, the LAKE ARROWHEAD ASSOCIATION, INC. (Association) is willing to allow the said Owner to construct and maintain or continue to maintain a private dock pursuant to Section VII, A, 7 of the Declaration of Restrictions, Covenants and Easements (Declaration).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged the parties agree as follows:

1. Owner agrees to construct and maintain a private dock in accord with the specifications, rules, regulations and policies promulgated by the Association and any subsequent amendments thereto.
2. Owner agrees to identify ownership of said dock by displaying the lot number and subdivision initials on the lakeside portion of the dock. Identification numbers available at the Association Office.
3. The Owner must adhere to the pier specifications that were in effect at the time of approval of the owners “initial” permit application. Any alterations to the existing pier that were not identified and/or approved under the owners “initial” permit will be in violation and enforced accordingly. In addition, the A & E Committee encourages owner to adhere to the pier specifications, rules, regulations and polices that are in effect at the date of this application.
4. In the event the dock is not maintained and used in accord with the specifications, rules and regulations identified in the original approval, the Association shall then give the Owner written notice of the violations(s) by mail at the address last furnished to the Association by the Owner. If the violations are not corrected within 30 days from the date of the mailing of such notice, the Owner hereby grants their consent to the Association to remove the dock at owner’s expense and risk. The Association shall not be required to store or return the dock to Owner in the event of such removal. Furthermore, in lieu of removing the dock, the Association shall have the option of unilaterally terminating the violating Owner’s rights in the dock and purchasing the dock for \$1.00. In such an event, the Association may sell and/or transfer the dock to another owner who shall have the responsibility of correcting such violation and/or making any needed repairs with 30 days of taking ownership.
5. Owner hereby assumes all risks of loss of and damage to the dock from any cause.
6. Owner shall construct and maintain or continue to maintain the dock at the location last approved by the A&E Control Committee.
7. Owner covenants to exercise due care in the maintenance, use and enjoyment of the dock. Owner shall indemnify the Association, East Briar, Inc. their successors and assigns, against all claims, actions, proceedings, damages and liabilities, including attorneys’ fees arising from the construction placement and use of said dock.
8. This agreement shall expire upon the occurrence of the first of the following: A). Failure of the Owner to maintain and use the dock in accord with the above described rules, regulations and amendments thereto; or B). Three (3) years from the date of this Agreement: provided that either party give the other notice of the expiration on or before 30 days prior to the expiration date. If the notice of expiration is not given this agreement shall be renewed for a subsequent three (3) year term on the same terms and conditions without a new application being made by the owner and approved by the Association. The Association may, but shall not be required to renew this Agreement for subsequent three (3) year terms.

This paragraph 8(B) shall not be deemed applicable to the Owners to those lots which are designated on the recorded plats as having pier rights.

9. In the event that the Owner should sell the above lot, ownership of the dock may be transferred for any unexpired term established by this Agreement or any renewal thereof to the purchaser of such lot. The owner must submit to the Association a request in writing transferring the pier rights associated with said lot. The new owner's rights in such dock shall be subject to the same specifications, rules and regulations promulgated by the Association and any subsequent amendments thereto to which this Agreement is subject. The new owner must acknowledge application acceptance by signing a new pier agreement on/or before the purchase of said property nullifying any previous agreement associated with said property.
10. This agreement revokes, replaces, supersedes and nullifies any and all prior agreements, representations and understanding applicable to pier rights associated with the above described Lot and sets forth the entire understanding and agreement between the parties here to in regard to said rights.
11. Upon expiration of the Agreement, including amendments thereto, the dock shall revert to and become the property of the Association if it is not removed by the expiration date.
12. By signing this application the owner gives permission and consents to the Association its officers, committee members and agents to come upon the owner's property to locate and inspect the dock and/or related improvements that are the subject of this agreement and otherwise effectuate this agreement.

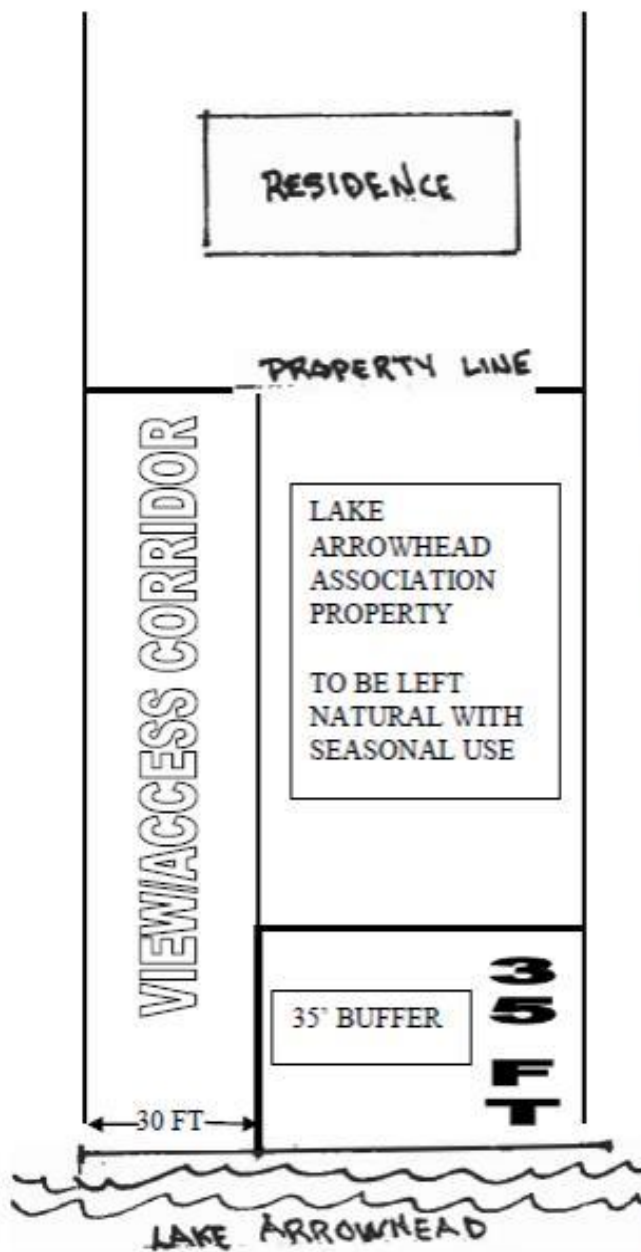
Date this: _____ day of _____, 20_____.

Lake Arrowhead Association, Inc.

By: _____

Owner(s):

APPROVED USES OF LAKE ARROWHEAD PROPERTY ABUTTING THE LAKE & 35' SHORELINE BUFFER



+ 30' View/Access Corridor
may be located at "users"
discretion

USES PERMITTED INCORRIDOR

- PIERS
- BEACHES (DNR APPROVAL REQUIRED)
- STORAGE OF PIERS & LIFTS
- BOATS, CANOES
- FIREWOOD
- GAME COURTS
- CAMPFIRES
- RIPRAP (APPROVED)

ALL ACCESS CORRIDORS WILL BE DOCUMENTED AND CANNOT BE CHANGED WITHOUT APPROVAL OF THE LAKE ARROWHEAD ASSOCIATION A&E COMMITTEE.

USE OF LAND OWNED BY THE LAKE ARROWHEAD ASSOCIATION OUTSIDE OF THE ACCESS CORRIDOR

- THE AREA SHALL BE LEFT NATURAL.
- GRASSES MAY NOT BE MOWED SHORTER THAN 3".
- STORAGE OF BOATS, PIERS, LIFTS, FIREWOOD, ETC. IS NOT PERMITTED
- USE OF THE AREA FOR CHAIRS, GAMES, ETC. IS PERMITTED DURING WARM WEATHER MONTHS.
- TREES MAY NOT BE REMOVED UNLESS DISEASED, DEAD OR DANGEROUS UNLESS APPROVED BY THE A&E COMMITTEE.

THE ACCESS CORRIDOR

GRASSES SHALL NOT BE MOWED LESS THAN 3" BETWEEN MEMORIAL DAY AND LABOR DAY. TREES MAY NOT BE REMOVED UNLESS APPROVED BY THE LAKE ARROWHEAD ASSOCIATION A&E COMMITTEE.