

APL Properties, LLC

**Arrowhead Bay Village Condominium Association
Fishing Permit**

Permission is hereby given, unless revoked by APL Properties LLC, to Arrowhead Bay Village Condominium Association (the "Permit Holder") in, state of Ohio, and Permit Holder's residents (the "Residents") household member or guest (provided that the guest is accompanied by the Resident), to fish from designated locations along the common boundary line as according to the Arrowhead Fishing Permit (the "Permit") from the waters of Lake Arrowhead (the "Premises") subject to the following conditions to which they subscribes by:

Residents must comply with all federal, state, and local laws, regulations, rules, requirements, permits and ordinances at all times regarding, but not limited to, fishing.

Prior to fishing from designated locations, all persons fishing must have a signed Waiver of Liability on file with Permit Holder and APL Properties, LLC.

Residents may not enter upon Premises with certain watercrafts (the "Watercraft") unless a Lake Usage Permit has been issued to them for the given year.

No cans, bottles, boxes, fish, animal or vegetable matter, or any other matter tending to pollute the water shall be thrown into the water of said lake, or left upon shores of said lake. All supplies and debris that is carried in should be carried off.

No firearms or explosives shall be used while on the waters or shores of the Premises.

Use of alcohol and drugs on the Premises by Residents or Permit Holder's agents, invitees, guests, or tenants is strictly forbidden.

No person shall swim, wade, bathe, or cause or allow any animal to go into or upon Premises. Walking or entering upon the Premises' dam and the island is strictly prohibited.

Residents are permitted to fish from Premises one half hour before sunrise to one half hour after sunset. Such permission to fish from Premises is only valid from April 1st until October 31st of the year permit is issued. In the event ice is covering any portion of the lake, APL Properties, LLC strictly prohibits use of the Premises.

A person may have their Permit revoked for an Ohio fishing violation or violation of these rules and regulations. The permit fee will be forfeited and will constitute a default of Permit.

All approved Residents must sign a Waiver of Liability form. Residents must have a signed Waiver of Liability form for all guests in their possession.

Use of the lake is for recreational purposes only. Any fish must be returned back to the waters of which it was caught in.

Life Jackets must be worn according to Ohio State Law. APL Properties additionally requires anyone under the age of 13 to wear a Coast Guard approved life jacket at all times regardless of watercraft and encourages all watercraft occupants or anyone fishing to wear life jackets if possible.

Regardless of type, all life jackets must meet these U.S. Coast Guard requirements:

- Life jackets must have a "U.S. Coast Guard Approved" label with approval number listed.
- Since May of 1995, boats less than 16 feet in length (including canoes and kayaks of any length) must be equipped with wearable Personal Flotation Device's for each person on board.
- Each Personal Flotation Device must be the appropriate size for the person who wears it. Size, weight ranges, and recommended uses are listed on the label.
- All straps, buckles, zippers and stitching on a life jacket must be intact and the fabric should be in good condition.
- Life jackets must be readily accessible to occupants of a boat. They should not be stored in sealed packages or in a locked or closed storage area.

"LIFE JACKETS SAVE LIVES"

APL Properties, LLC may terminate any future permission to Residents or allow permission as they deem upon review of application of Permit Holder. Any past permission given to Residents Permit Holder does not constitute APL Properties, LLC allowing permission in the future. A annual review of each application shall take place and take into consideration the activities and conduct of Permit Holder's prior use of Premises prior to approval of Permit.

Upon an event of default under this permit will include, in addition to all other damages set forth in this permit or permitted at law or in equity, the following:

All APL Properties, LLC expenses incurred with respect to the event of default, including, without limitation, reasonable attorney fees, and the cost of any repairs, due to alterations of the Premises.

All costs incurred by APL Properties, LLC to repair any physical damage to the Premises caused by Permit Holder or Residents, agents, invitees, guests, or tenants.

Permit Holder will indemnify APL Properties, LLC and hold APL Properties, LLC harmless from and against all claims, actions, damages, liability and expense in connection with loss, damage, death or injury to person or property occurring in, on or about, or arising out of the Premises, or the use or occupancy of the Premises, or the conduct of operations of Permit Holder or occasioned wholly or in part by any act of negligence of Permit Holder or Residents, agents, invitees, guests, or tenants whether or not APL Properties, LLC may have any obligation to repair or maintain the Premises.

Permit Holder shall not make any alterations or improvements to the Premises.

If any term or provision of this Permit to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Permit, or the application, shall not be affected thereby and each term and provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

In the event of a sale by APL Properties, LLC of the Premises, during the term, and an assumption by the purchaser of APL Properties, LLC's obligations hereunder thereafter arising, APL Properties, LLC shall be immediately and automatically released from further liability under this Permit thereafter arising.

In the event of a scheduled tournament on Premises (such as a fishing tournament), the Permit Holder and Residents shall stay off the Premises during such event as given notice by APL Properties in advance. Such restriction shall not exceed 4 days total during permit.

Permit Holder, Residents, invitees, guests, or tenants will faithfully observe and strictly comply such further rules and regulations as APL Properties, LLC may, after notice to Permit Holder, from time to time adopt.

The total receipt of \$1970.⁰⁰ paid to APL Properties, LLC permits the use of 4 total Lake Usage Permits and additionally allows each of the 20 units of the Arrowhead Bay Condominium Association to fish from any dock and other mutually agreed upon location during the term of this permit. Permit Holder shall take full responsibility for collecting all waivers from any persons wishing to fish from designated locations. Additional Lake Usage Permits may be added, but no more than 5 additional permits without written approval, for \$430.⁰⁰ per Lake Usage Permit payable from the Permit Holder to APL Properties, LLC.

Name(s) _____

Address _____

Phone _____ e-mail _____

Name(s) _____

Address _____

Phone _____ e-mail _____

Name(s) _____

Address _____

Phone _____ e-mail _____

Name(s) _____

Address _____

Phone _____ e-mail _____

The term of Permit shall be valid until October 31st of the year permit is issued unless otherwise authorized by APL Properties, LLC.

Contact Information of Permit Holder:

Name(s) _____

Address _____

Phone _____ e-mail _____

Permit Holder acknowledges the rules and regulations along with any responsibilities stated herein by signing below:

Date

Signature

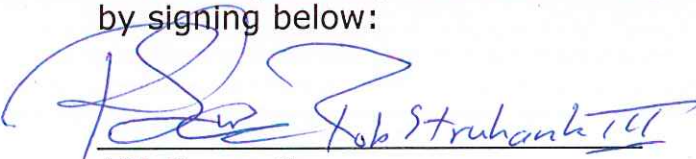
Signature

Print Name & Title

Print Name & Title

APL Properties, LLC acknowledges payment and issuance of permit by signing below:

7-10-14
Date


APL Properties
11624 South Avenue
North Lima, Ohio 44452