

LAKE COMO BEACH PROPERTY OWNER'S ASSOCIATION 2012 PIER RULES AND AGREEMENT

The following rules must be followed or the member shall lose the privilege of having the right to place a pier. Failure to follow the L.C.B.P.O.A. rules shall and must result in a loss of the privilege to have a pier.

1. Applicant must be a member of the Association in good standing during the application process and at all times while pier is placed in the lake (paid in full all dues, fines, assessments, etc. to the L.C.B.P.O.A.). Use of the applicant's pier by a member that is not in good standing would result in the applicant's loss of pier privilege.

2. Privilege to install a pier is for one season/year, but that privilege will be extended on an annual basis, as long as applicant reapplies the following years, pays all fees, and had followed all rules.

3. Pier length must be a minimum of 30 feet and a maximum of 50 feet, minimum of 3 feet wide with a maximum of 6 feet wide, L shaped piers are permitted with the L towards the west or to the right when facing the pier from Association Property. The maximum width of the L including the pier is 8 feet. Pier location must be approved by L.C.B.P.O.A./Pier Committee. Minimum of 30 feet between piers.

4. As of April 1, 2004 in lieu of an "L", a single shore station is permitted to be installed on the west side of the pier. (Pier configurations prior to 2004 are grandfathered)

5. Piers cannot be installed in the lake before **April 1st**. Piers must be installed by **June 15th** or you could lose your pier privileges. Piers are required to be removed by **November 1st**.

6. No personal property may be stored on Association Property for over 24 hours, (i.e. Piers or parts of piers, water craft, etc.)

7. Association Property cannot be altered in any way. (No planting of any type of vegetation). No added items, (i.e. posts, ropes, benches, excavation, etc. No landscaping of any kind.)

8. Applicants shall be held legally responsible and liable for their pier, and if desired, shall purchase liability insurance for their pier at their own expense.

9. Applicant's pier privilege is nontransferable.

10. Applicants must submit a signed application, and pay a non-refundable (if granted pier privilege) pier fee(s). This must be completed/postmarked by **March 15, 2012**.

11. Piers must be identified by your assigned pier number. (I.e. LCBPOA tag).

12. Pier location **can not** be changed without the Pier Committee's approval. If you change your location without approval you may lose your pier privilege.

13. The applicant must reimburse L.C.B.P.O.A. for the cost to repair any damage done to Association Property by installing, using or removing pier, including if the L.C.B.P.O.A. orders the removal. Applicant agrees that applicant is responsible for the cost of installing and / or removing pier.

14. I agree to follow all rules and understand that violating any one of them will result in the termination of my privilege to have a pier on L.C.B.P.O.A. Property. I understand and agree that the L.C.B.P.O.A. Board/Pier Committee will notify me via first class mail, postage paid to the address I have provided to the Association of any violations related to the pier. That notification will also state a date and time at which the L.C.B.P.O.A. Board shall hold a hearing as to any violation. Prior to this hearing the Pier Committee will give their recommendation to the L.C.B.P.O.A. Board regarding said violation. L.C.B.P.O.A. Board/Pier Committee agrees to allow me to present any relevant evidence I might wish to have them hear at said hearing. L.C.B.P.O.A. Board shall vote on whether a rule/regulation has been violated, and if pier privilege has ended. If I do not attend I will be notified by first class mail of the results of the hearing.

15. I agree that within 10 days of that hearing, if the L.C.B.P.O.A. Board of Directors has found that I violated a rule, and indicates that the Board has found that my pier privilege has ended, I shall remove my pier. I agree for each and every day after the expiration of the 10 day period following the hearing described above, I shall be liable for a fine of \$30.00 per day for failure to remove my pier, and this fee can be added to the L.C.B.P.O.A. annual assessment for my property. I agree that the fine may be added to the maintenance lien filed against my property if I have not paid it in the time allowed. In addition to the fine, I agree that the L.C.B.P.O.A. may have my pier removed at my cost at any time after the 10 day period following the hearing described above. The cost of the pier removal, storage or associated cost may be added to my maintenance assessment and/or lien of my property if it goes unpaid.

16. Applicant who has violated pier rules may reapply the following year, to be placed on Pier Waiting List, provided all other conditions for a pier privilege have been met. The Pier Waiting List applicant will be placed at the end of the waiting list.

NOTE: It is the sole responsibility of the pier owner to make sure the Association / Pier Committee has all of your current contact information. Failure to do so may result in not meeting certain deadline dates and could result in the loss of your pier privilege.

Revised 11/1/2011