

THIS AGREEMENT made and entered into this the ____ day of _____, 20____ by and between _____ hereinafter referred to as "Property Owner" and the Pinecrest Property Owners Association Inc. hereinafter referred to as PPOA. THIS AGREEMENT designates the responsibility of the Property Owner, who must own property that abuts to Cushman Pond, whenever the Property Owner desires to have a dock on Cushman Pond.

The conditions are as follows:

1) Current docks

Current docks are only those docks that were on Cushman pond as of May 11, 2006, the date of the insurance company's appraisal on this matter. Any current permanent dock must be kept in good repair. It is the Property Owner's responsibility to ensure that the dock is maintained. If the dock is removed, the new dock policy, article 2 herein, applies.

2) New docks

- i) Property Owner must be a paid PPOA member (Eighteen dollars (\$18) deed fee plus current maintenance fee set by the PPOA annual meeting) to install a new dock. The maintenance and deed fees must be paid every year the Property Owner wishes to have the dock on Cushman Pond by the date of the Annual Meeting which is currently fixed as the First Sunday in May of each year.
- ii) Docks may only be erected on the Property Owner's personal property. No dock may be placed on PPOA property. The dock may not extend out from the shore onto Cushman Pond more than sixteen (16) feet. The total dock length may not exceed twenty (20) feet. No dock may be closer than twenty (20) feet to the Property Owner's side property lines, without the abutter's permission in writing. Property Owner may have only one dock.
- iii) Any dock structure shall be solely for the tying up of canoes, kayaks, electric trolling motor craft or other non-motorboat watercraft. Docks may not be used to extend or increase the property owner's use of his or her place of residence. No roofs or covered structures will be allowed.
- iv) The Property Owner agrees to pay the extra insurance costs PPOA will incur on a yearly basis. PPOA board of directors must be notified in writing prior to the dock being installed. The additional cost for insurance must be paid to PPOA before the dock is installed.
- v) The Property Owner agrees that their dock will conform to a description of said dock. Said dock description must be submitted in writing and approved by the PPOA board prior the dock's installation. Said description shall be signed by both the Property Owner and a PPOA board member and attached to this agreement.
- vi) The Property Owner understands that PPOA's insurance covers PPOA only and offers no individual protection to the Property Owner. PPOA strongly suggests that the Property Owner talk to their own home/liability insurance provider before installing any dock on their property.

- vii) All new docks must be removable, with no permanent structures allowed. The dock must be secured at all times.
 - viii) The Property Owner will be responsible for all costs of construction, upkeep, and maintenance of the dock and agrees to keep the dock in a good state of repair.
 - ix) The property owner agrees to indemnify and hold harmless PPOA, its officers, directors etc. from any loss, damage or liability due to the construction and maintenance of the dock or due to changes in requirements by PPOA's insurance company or any change to PPOA dock policy whatsoever, including claims for personal injury, death, and/or property damage..
 - x) If the dock floats away from the shore or sinks, it is the Property Owner's responsibility to retrieve the dock within 24 hours. If PPOA needs to retrieve the dock, the property owner agrees to pay a fee of \$100 for each incident/per day plus any recovery fees incurred by PPOA.
 - xi) All boats, canoes, kayaks etc kept at the dock are also subject to the above.
 - xii) If the property is sold, the Property Owner must remove the dock from Cushman Pond. This agreement does not transfer to the new property owner.
- 3) If circumstances change and the PPOA board of directors deems it necessary to change this policy, the Property Owners will be notified of any changes in writing, at the last address available to PPOA.
 - 4) Should any provision of this Agreement be determined by court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.
 - 5) This is a legal contract, if not understood seek legal counsel.

WE AGREE TO THE CONDITIONS SET OUT ABOVE:

PROPERTY OWNER _____

PROPERTY OWNER _____

PROPERTY ADDRESS _____

PPOA Board of Directors _____