

INDIAN LAKES HOMEOWNERS ASSOCIATION, INC. PRIVATE PIER GUIDELINES

I. Definition:

A pier is defined as a freestanding structure or walkway usually of open construction, extending out into the water from the shore and supported by piles or pillars while serving as a landing place or recreational facility.

II. Submittal Requirements:

- A. Prior to the construction of a private pier, written approval from the ILHOA/ACC must be obtained. To request review by the ACC, the following must be submitted.
 - a. Scalable site plan delineating the location of the pier with dimensions.
 - b. Proposed elevations of the pier and both proposed and existing topography.
 - c. The plan must also delineate the area being preserved per the Shoreline Restricted Area and Lake Management Area.
 - d. Construction drawings in both plan view and elevation.
 - e. All construction materials must be specified.
 - f. Drainage impacts and solutions should be included if applicable.
 - g. Description of bank stabilization to be used.
 - h. Ingress and Egress access means must be shown and specified with details.
- B. Applicant must stake the limits of the proposed private pier in the field prior to requesting approval.

III. Design and Construction Requirements:

- A. Only one pier will be permitted per lake lot. All piers must be fixed to stationary supports/ pilings. No floating piers will be permitted.
- B. Vertical Restrictions:
 - 1. The lake surface elevation when completely full will be 257.5 feet above sea level. The average normal pool will fluctuate approximately two (2) feet below this elevation.
 - 2. The pier deck elevation may not be higher than 259 feet above sea level.
 - 3. No portion of the pier or any item permanently affixed to the pier may be higher than 262 feet above sea level.
- C. Horizontal Restrictions:
 - 1. The surface area of the pier may not exceed five hundred (500) square feet.
 - 2. Pier must be located between the applicant's extended side property lines or between the lake side property pins extended perpendicular to the shoreline, whichever is more restricting and no closer to the side property lines than 15' when extended.
 - 3. Pier access path should be located directly within the lot's approved forty percent (40%) Shoreline Clearance allowance. (Pier location may vary depending on the location breakdown of lot's approved forty percent (40%) Shoreline Clearance allowance).
 - 4. Piers may not extend more than thirty (30) feet horizontally into the lake measured from the elevation of 257.50 at the shoreline.
 - 5. Lots on coves must have smaller piers approved on a case by case basis.

D. Materials:

1. All materials must be environmentally safe and EPA approved for use in aquatic conditions. Any materials that may result in negative effects of flora or fauna will not be permitted.
2. All pier materials other than construction hardware must have the appearance of natural wood when completed. The intent is to have a pier a natural brown to a weathered grey appearance when complete. Staining or waterproofing of the wood is acceptable if it meets or exceeds the EPA requirements for aquatic use. Other materials such as aquatically suitable concrete and steel building materials may be used if the finished pier is aesthetically acceptable to the ILACC.

E. Special Provisions:

1. No long-term storage of any watercraft will be allowed.
2. Seasonal storage of watercraft will be permitted if reasonably obscured from surrounding views.
3. Power to the pier, either electrical and/or gas, shall be reviewed by the ACC on a case-by-case bases.
4. If Lighting is approved by the ACC: Any installed lighting fixtures must shine directly down at the water and have a 70-watt mercury vapor bulbs foot-candle equivalent or less.

IV. Bank Stabilization and Erosion Control:

- A. If the lake margin or shoreline is disturbed by any means within the applicant's property lines extended lake ward, it is the lot owners responsibility to stabilize such bank as to prevent future surface degradation and silt runoff.
- B. The manner of stabilization may vary from the seeding and establishment of native grasses, establishment of native woody plant materials or hard armor surface treatments such as rock riprap. All of the above may incorporate jute mesh, coconut fiber blankets etc. however all visible materials must either be biodegradable or native to this ecosystem.
- C. All maintenance associated with the establishment of the vegetative cover will be the sole responsibility of the lake lot owner.
- D. Rock riprap bank stabilization must be constructed as to maintain the natural integrity and shape of the shoreline and must be constructed for erosion control purposes only.
- E. Riprap must be clean iron ore or native rock that is 8 to 12 inches in diameter or larger if approved. Riprap stacked stone (ledge rock) may also be used to stabilize the shoreline. All maintenance in areas utilizing rock or stone will become the full responsibility of the lot owner and will be required to meet the standards and conditions of ground maintenance set forth by the ILHOA or its appointed governing body.
- F. Applicant agrees that construction within the lakes margin and restoration of the shoreline is a critical and carefully monitored condition that will require special expertise to minimize any unnecessary disturbance and care to repair and return it as close to its original condition as possible. Any migration of sediments will be the responsibility of the lot owner to remove and replace.

V. **Maintenance:**

- A. Lake Lot Owner's are responsible for all associated timely maintenance of their pier. Lake Lot Owner's maintenance schedule will be determined based on construction materials utilized for constructing the pier.
- B. All piers and lake front elements must be maintained in a safe and clean condition satisfactory to the ILHOA.
- C. All maintenance costs associated with said pier will be borne by the lot and pier owner in its entirety.
- D. Pier design must permit the passage of ILHOA-related maintenance equipment when access is necessary. Maintenance access could require passage of equipment requiring up to an eight (8) foot width.

VI. **Miscellaneous:**

- A. Storage: Storage of loose items on the pier such as furniture, bar-b-que pits, etc. will not be allowed on or temporarily attached to the pier longer than seventy-two (72) hours.
- B. Fishing Restriction: See Indian Lakes Homeowners Association, Inc. Fishing Rules and Guidelines.
- C. Once the private pier has been approved by the ILACC, the Lot Owner will be issued a revocable license to build the private pier. If the private pier is not maintained in a safe and clean condition satisfactory to the ILHOA, the revocable license will be terminated. Lot Owner will have 30 days to remove the private pier from the Lake Management Area and/or Lot Owner's property.
- D. Indemnification Agreement – Lot Owner agrees to indemnify SMD, ILHOA, agents and/or representatives from liability, loss, exposure and hazards caused by the establishment of a private pier in the Lake Management area.
- E. Lot Owner will be required to add ILHOA as an additional insured to the insurance policy covering the private pier.
- F. Lot Owner is required to post a private pier disclosure at the end of the pier visible from the lake. All signage is subject to the approval of the ILACC and ILHOA.
- G. No private piers will be approved for lots less than one acre in size.

PRIVATE PIER LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

Indian Lakes Homeowners Association (the "Association") has granted a revocable license (the "License") to the undersigned lot owner (the "Owner") in Indian Lakes Subdivision setting out the terms and conditions under which the Owner may construct a private pier (the "Pier") on Lake Arapaho on land owned in whole or in part by the Association. As part of the consideration for the granting of the license for the construction and use of the Pier, Owner hereby agrees as follows:

1. OWNER AGREES TO INDEMNIFY THE ASSOCIATION PARTIES AGAINST ANY AND ALL LIABILITIES arising out of or alleged to have arisen out of, any of the following matters:

a. Bodily or personal injury to, sickness, disease, or death of any person or damage to or loss of property occurring on, in or about the Pier or occurring as a result of or in connection with the construction, existence, use, maintenance, repair and removal of the Pier;

b. Any act, omission, willful misconduct, strict liability or breach of warranty, express or implied of any Owner Party, including the negligence in whole or in part of the Owner or Owner Party;

c. Any violation, or nonperformance of Owner or an Owner Party, under the Private Pier Guidelines or the License.

The Owner's indemnity shall apply to Liabilities even if such Liabilities arise from the sole negligence or in part from the concurrent negligence of any Association Party, including gross negligence, or in whole or in part from the strict liability of an Association Party.

2. OWNER FURTHER WAIVES AND RELEASES THE ASSOCIATION PARTY FROM ALL LIABILITY the Association may otherwise owe to Owner, his heirs, survivors, beneficiaries, or assigns FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, that an Owner Party suffers while constructing, using, maintaining, repairing or removing the Pier at any time. This release applies to all injuries or damages which may be suffered by an Owner Party, even if caused in whole or in part by the negligence or gross negligence of the Association.

3. Owner acknowledges that activities on water and piers are **inherently dangerous activities** and can result in injury or property damage to the person using the Pier. The many possibilities and sources of injury or damage are acknowledged by Owner and Owner has decided to construct and use the Pier with full knowledge of such hazards.

4. For purposes of this document:

a. Arising out of. "Arising out of" means directly or indirectly, in whole or in part (a) to occur as a result of, (b) to cause or (c) to result in.

b. Association Parties. "Association Parties" means (a) the Association, (b) any lender whose loan is secured by a lien against the Association property on which the Pier is built, (c) the Association's manager, (d) their respective shareholders, members, partners, affiliates and subsidiaries, (e) any directors, officers, employees, agents or contractors of such persons or entities, (f) any other persons or entities for whom the Association is acting as an agent or trustee, and (g) any other person or entity owning any interest in the property on which the Pier is located;

c. Indemnify. "Indemnify" means to protect, defend, hold harmless, pay and be solely responsible for the Liabilities;

d. Liabilities. "Liabilities" means all, whether foreseeable or unforeseeable, liabilities, claims, damages (including actual, consequential and punitive damages), losses, fines, liens, penalties, litigation, demands, causes of action

(whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including, without limitation, attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding and incurred to collect on this indemnity), of any nature, kind or description by, through or of any person or entity, including without limitation, property loss or damage in, on or about the Pier, bodily or personal injury, sickness, disease and/or death;

- e. Owner Parties. "Owner Parties" means (a) Owner, and (b) Owner's shareholders, members, partners, directors, officers, employees, sublessees, licensees, invitees, agents, and contractors;
- f. Waive. "Waive" means to knowingly and voluntarily relinquish a right and/or to release another party from liability in connection with a claim.

5. Owner shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which this indemnity may apply.

6. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of this indemnity and release, such legal limitations are made apart of the indemnity and release and shall operate to amend this indemnity to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, this indemnity shall continue in full force and effect.

7. Owner has read this document and understands it. He/she/they is/are signing it freely and voluntarily.

Dated: _____

Owner

Name: _____

Name: _____

Address: _____
