

PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY, INC.
PIER FACILITIES CONSTRUCTION AGREEMENT

This Pier Facilities Construction Agreement is made this _____ day of _____, 20____, between THE PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY, INC. (hereinafter the Association), and _____ (hereinafter the Property Owner), subject to all conditions and restrictions contained herein and applicable only to that private pier and _____ (collectively "Pier Facilities") to be located at _____ (hereinafter the Residential Property).

WHEREAS, the Property Owner owns property adjoining property owned or regulated by the Association, specifically the bulkhead for _____ and associated waterfront, and

WHEREAS, the Property Owner seeks to have the privilege of constructing the Pier Facilities for fishing, swimming, crabbing, boating and other associated recreational uses, across property owned or regulated by the Association and in close proximity to the Residential Property, and

WHEREAS, the Association has no objection to allowing the construction of such Pier Facilities provided such construction does not unreasonably interfere with the use or enjoyment of community property by members of the Community.

NOW, THEREFORE, in consideration of the payment of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, the Association and the Property Owner agree as follows:

1. The property boundary of the property owned or regulated by the Association is that area lying directly between the Residential Property and the Chesapeake Bay as shown on the attached Site Plan for _____ Ave. ("Site Plan").

2. It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication or conveyance of any part or parcel of the Association's property or regulatory rights other than for purposes of access to and from, and for construction of, said Pier Facilities, subject to conditions set forth below.

3. It is understood that the Property Owner and their heirs, successors and assigns are to abide by the following conditions, restrictions and provisions regarding construction, use, and liability of said Pier Facilities. It is the Property Owner's responsibility to obtain all relevant State, Federal, County and other local permits for the Pier Facilities construction. This Agreement is intended to run with the land and if the Property Owner sells, leases or otherwise transfers any interest in the subject property, then this Agreement shall also be binding upon all persons acquiring any interest in the property.

(a) Said Pier Facilities shall be for residential use only for the residents of the Residential Property as defined by the Anne Arundel County Code and not for purposes of any trade or business whatsoever; specifically, it shall not be used as a point to initiate or terminate commercial fishing parties or any other commercial activities; nor shall the Pier Facilities be rented or leased to anyone by the Property Owner, or consideration of any kind received by the Property Owner for the use thereof. No more than four (4) boats may be attached to the pier at any one time. In all respects, the uses stated in this paragraph are to be in accordance with the Anne Arundel County Zoning Code.

(b) No structure appurtenant to said Pier Facilities shall be erected or built on said land, including, but not limited to, boat lifts, boat houses and gazebos, nor shall any change, alteration or addition thereto be made, until the plans or specifications for such structure or alteration, including the location thereof, has been submitted to, and approved by, the Association. Pier Facilities construction plans and specifications must satisfy the requirements and standards of the Arundel County Zoning Code and applicable governmental agencies.

(c) Free and open access must be provided and permitted along the waterfront by said Pier Facilities. No fences, hedges, or walls which restrict free access will be permitted.

(d) No trees shall be cut and no excavations made on the premises, and no earth or sand shall be removed; except such excavations may be made, and earth and sand removed, as are required to construct said Pier Facilities in accordance with the plans attached hereto and approved by all governmental agencies.

(e) No privy of any kind shall be allowed on said Pier Facilities or Residential Property and no noxious or offensive trade shall be carried on upon said Pier Facilities or premises, nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the Association or surrounding residents.

(f) All costs and expenses incurred in the construction, maintenance, use, repair and removal of said Pier Facilities shall be the responsibility of the Property Owner.

(g) Property Owner shall save the Association harmless from any and all liability to others, and shall indemnify the Association from (i) any loss or damage it may sustain by reason of any acts or omissions of the Property Owner, and any agency, employee, or invitee of the Property Owner, including court costs and reasonable attorneys fees, incurred in connection with any litigation resulting therefrom, and (ii) all costs and expenses (including reasonable attorneys fees and court costs) incurred by the Association in enforcing the provisions of this Agreement in the event of the Property Owner's breach thereof. The Property Owner must submit satisfactory proof of liability insurance covering the Pier Facilities to the Association prior to commencing of

construction and shall keep such insurance in full force and effect at all times and provide evidence of such coverage to the Association on each anniversary date of this Agreement.

(h) The Association has no duty whatsoever to guard, care for, or protect the Pier Facilities, or to provide any other service to the Property Owner regarding use of such Pier Facilities; and the Association shall have no responsibility to protect the Property Owner from any trespasser, or against any infringement by others on said Pier Facilities.

(i) The Pier Facilities shall be constructed to comply with the Anne Arundel County Code and all applicable governmental regulations.

(j) The Site Plan shall be attached as an addendum to this Agreement and shall be considered a part hereof and the mean high water line shall be noted on the Site Plan as the shoreline.

(k) This Pier Facilities Construction Agreement was approved by the Board of Directors at its _____ Board meeting.

Attachments: All documents prepared for construction and/or for permitting.

Signatures:

_____	_____
Property Owner	Date
_____	_____
Property Owner	Date

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on the ____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ who did acknowledge this Agreement to be his act and deed.

Witness my hand and Notarial Seal.

Notary Public

My Commission Expires _____

Signature:

President

Date

PROPERTY OWNERS ASSOCIATION
OF ARUNDEL-ON-THE-BAY, INC.

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