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**COVENANTS REGARDING SOUTH SHORE ESTATES, SECOND ADDITION
AND DESIGNATED LOTS OF SOUTH SHORE ESTATES, FIRST ADDITION**

WHEREAS, South Shore Lakes Development Corporation, an Iowa Corporation (Developer) is the owner of property being platting as South Shore Estates, Second Addition, Milford, Dickinson County, Iowa; and

WHEREAS, as part of the Plat of South Shore Estates, Second Addition, Developer wishes to grant easement rights over parts of Lots 1 through 14, Block 1, South Shore Estates, Second Addition and to grant access, dock, hoist, riparian and other rights regarding those portions of Lower Gar Lake adjacent to said Lots 1 through 13, Block 1, South Shore Estates, Second Addition, City of Milford, Dickinson County, Iowa. **NOW, THEREFORE**, Developer hereby adopts the following covenants, to-wit:

1. The land to which these covenants apply shall be the parts of Lots 1 through 14, Block 1, South Shore Estates, Second Addition and the access, dock, hoist, riparian and other rights to Lower Gar Lake adjacent and appurtenant to Lots 1 through 13, all as more fully described in the Articles of Incorporation of South Shore Estates Dock Association. The only portion of Lot 14 affected is the westerly 10 feet and only for access to the dock area. Lot 14 shall not be subject to any lakeshore or dock rights. Lot 14 shall be deemed to have irrevocably consented to the Dock Association Easement as set out in these Covenants.

2. The absence of specific reference to these covenants in any subsequent transfer of property shall not affect the application of these covenants and said land shall continue to be subject to these covenants. No property owner may waive the application of these covenants to said owners property or otherwise avoid liability for assessments set out below.

Easement rights are for owners and occupants of member lots only. Dock and hoist rights cannot be leased nor given nor can they be used by guests except in the presence of an owner.

Easement rights may not be sold, given or transferred independently of the appurtenant lot and lots may not be sold without the appurtenant membership in South Shore Estates Dock Association. Association hoist locations cannot be used for hoists or boats not owned by the owner of the assigned membership.

In the event a lot is split to increase the size of abutting lots, the deeds dividing the lot shall also designate to which adjoining lot the membership shall be dedicated. In the event a lot is used to construct a duplex, the lot owners shall designate to which unit the membership shall be dedicated.

3. South Shore Estates, First Addition and South Shore Estates, Second Addition are developed as residential. The lands which now have rights to use of the easement and adjacent lakeshore access rights are those as identified in the Articles of Incorporation of South Shore Estates Dock Association which are specifically as follows:

Lots 1 through 13, Block 1, South Shore Estates, Second Addition, Dickinson County, Iowa AND
Lots 1 through 15, Block 2, South Shore Estates, Second Addition, Dickinson County, Iowa.

In addition, memberships and, therefore, easements and adjacent lakeshore rights may be granted to those lots within Blocks Two, Three (except Lots 13 and 14) and Four and Tract C in South Shore Estates, First Addition as may be designated by the Developer. All such designations shall be made in writing, shall be accepted in writing by the owner of the lot and shall be effective upon filing such executed and acknowledged Designation and Acceptance with the office of the Dickinson County Recorder.

Lots designated and accepted for membership in the association whether part of the original dedication or of the subsequent Designation and Acceptance shall be permanently subject to all provisions and to assessment in accordance with the Articles of Incorporation, these Covenants and the Association By-Laws.

In addition to the frontage easement, Developer shall dedicate a 10 foot access easement over the easterly ten feet of Lot 13, and a 10 feet access easement over the westerly 10 feet of Lot 14, both in Block 1, South Shore Estates, Second Addition, granting access from Helen Avenue to the easement property. Also there is a 5 foot electric easement, 2.5 feet on either side of the lot line between Lots 7 and 8, Block 1, South Shore Estates, Second Addition,

City of Milford, Dickinson County, Iowa, for the purpose of providing electrical service to the marina.

4. Developer has constructed a sidewalk approximately five feet in width running across Lots 1 through 13, Block 1, South Shore Estates, Second Addition parallel to Lower Gar Lake. All these facilities including the sidewalk and docks shall be deemed part of the common property for use of members or lot owners as defined in the Articles of South Shore Dock Association and shall be subject to the administration, control and maintenance of the Association.

Dock installation, removal, lighting, electrical, irrigation system, mowing, maintenance and other similar expenses of the easement property shall be the responsibility of the association and accomplished at the Association's expense and under the Association's control.

Owners of Lots 1 through 13 shall be entitled to landscape those portions of their lot southerly of the lakeside walk and with permission of the Association may landscape their property to the north side of the five foot walk. However, except for grass, owners shall not landscape the area between the pedestals and sidewalk.

5. Docks and hoists shall be installed as permitted by regulations of the Iowa Department of Natural Resources. The Association Board shall assign members to a particular dock and hoist location. Each dock and hoist location shall be subject to the exclusive use of the members to which it is assigned. No member shall be entitled to a second hoist except as set out below. All hoist covers shall be white and shall be canvas or similar material. All hoists must be commercially built.

6. The Association shall be authorized to charge an initiation fee to each member upon the initial construction or usage of a dock. This initiation fee shall be calculated to cover the expense of the purchase of materials and initial installation of the dock. All subsequent removal and installation of docks and purchase of replacement materials shall be the responsibility of the Association. No docks shall have "T's" or "L's" except with permission of the Association.

7. No person shall, without the written approval of the Association, do any of the following on any part of the Association property, to-wit:

- A. Operate motorcycles, motor scooters, snowmobiles or any motor vehicle across Association property except as may be necessary for dock installation and removal or other service to the Association property;
- B. Permit the running of animals;
- C. Use skateboards, inline skates or roller skates;
- D. Light any fires;
- E. Remove any trees, damage or injure any landscaping;
- F. Interfere with any drainage or any other water controls, structure or apparatus, utility, or access easements. In the event of damage to the easement property, whether by public entity or others, the Association shall be responsible for restoration of the easement property.
- G. Build any structures including but not limited to boathouses. This shall not prohibit the use of one storage chest for boat related accessories. The location and size of the chest is subject to the approval of the Board.
- H. Use Helen Avenue for parking while using easement property.

8. Dock materials when removed may be stored on the shore. Boat hoists shall not be stored on the shore when not in use, except as may be approved by the Board.

9. The Association shall have the power and duty to levy maintenance assessments and to enforce collection thereof.

The Association shall assign dock and hoist locations to each particular member but shall observe the following:

- A. Owners of Lots 1 through 13, Block 1 shall be assigned a dock which extends from their individual lot and a hoist space which is in front of their lot.
- B. As off-lake members elect to utilize their rights, the Association shall assign a dock and hoist space. Association shall spread the assigned locations throughout the frontage of Lots 1 through 13 as evenly as

possible. No off lake member is guaranteed the same location in subsequent years.

C. Upon payment of a second assessment, Owners of Lots 1 through 13 shall be permitted a second hoist location which shall be on the same dock as their first hoist location. However, this second location must be surrendered, if necessary, to allow all members who wish to have a hoist location.

D. Lot owners who have not yet built and occupied a home on their lot shall be entitled to have a hoist space, but, if used, be required to pay the annual levy, set out in paragraph F below.

The Association Board shall have the right to fine its members for failure to comply with the provisions of these covenants which fine shall not exceed \$25.00 per violation unless a different fine is authorized by unanimous action of the Board of Directors. The Association may file a lien against a lot for non-payment of the assessment or fines levied pursuant to this section with the Dickinson County Recorder's office. The Association Board may also suspend the right of a member to use the facilities for repeated or aggravated failure to comply. The Association shall also have such other powers and duties as are prescribed by its Articles of Incorporation and By-Laws as may be amended from time to time.

There shall be two separate levies as follows:

E. The first levy shall be on all members, whether initially designated or subsequently designated as set out in the Articles of Incorporation above. This levy shall cover the cost of maintenance of the easement, including but not limited to repairs, irrigation, mowing, utilities, insurance, taxes and all administration expenses.

F. The second levy shall be assessed only against those members who elect to have a dock and hoist space assigned. This levy shall cover the cost of installation, removal and maintenance of the dock. The Board may elect to contract with a dock firm and to require members to pay this firm directly. The cost, installation, removal and storage of hoists shall be the individual responsibility of each member. However, installation and removal shall be arranged by the Association.

10. Owners of lots which are admitted to membership during a year shall pay a full assessment charge for the year equal to the charge assessed for that year.

Prior to December 1 of each year, Association shall adopt a budget for the first levy (9E above) the next fiscal year and levy an assessment against each unit based upon that budget. The budget shall be set at a reasonable amount necessary for Association to carry out its purposes as stated in the Articles of Incorporation; in the interest of forwarding those purposes, the budget of Association may include, but is not limited to, expenditures for the following:

A. To pay any taxes assessed against or payable by Association;

B. To pay all expenses required for the operation, management, repair, maintenance, improvement or replacement of Association property.

C. Pay the expenses of any employees or independent contractors providing maintenance, repair or dock installation or removal services.

D. To pay all utility charges incurred in connection with the operation of common areas, including lighting expense and maintenance of the Association property;

E. To acquire and pay for such casualty, liability and other insurance coverage as Association may deem necessary or desirable;

F. To provide for engineering and accounting services, administration services, legal services and such other professional and employee services as may be deemed appropriate by Association;

G. To provide, in the discretion of the Board of Directors, a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements;

H. To pay the operating expenses of Association, including compensation of officers and directors and/or reimbursement of actual expenses incurred by officers and directors, if authorized by the Board of Directors;

I. To repay any funds borrowed by Association for any of its lawful purposes, including interest thereon;

J. To make such other expenditures as may be deemed necessary or desirable by Association's Board of Directors for the purpose of accomplishing the intent, purposes and objectives set forth in these Covenants.

11. The collection of the annual maintenance assessment shall be performed according to the By-Laws.

12. Failure of Developer or Association to require strict adherence to any portion of these Covenants shall not be deemed to be a waiver of all or any portion of these Covenants absent a written waiver executed by Developer or Association. The waiver of any portion of these Covenants as to a specific property or person shall not be deemed a waiver of the enforcement of these Covenants as against any other property or person.

13. In the event any Court shall invalidate any provision of these Covenants, the remaining provisions of the Covenants shall not be affected but instead shall remain in full force and effect.

14. Until all lots in South Shore Estates, Second Addition and Blocks Two, Three, Four and Tract C of South Shore Estates, 1st Addition have been sold or conveyed, any amendment to these covenants or the Articles of Incorporation or By-Laws of the Association must be approved by Developer.

Developer shall not be required to pay assessments for any lots which it owns in South Shores Estates, Second Addition or Blocks Two, Three, Four or Tract C of South Shore Estates, First Addition until such time as those lots are sold or a residence which has been constructed thereon by Developer shall be occupied whichever shall first occur.

15. Developer's right to designate lots within South Shore Estates, First Addition for dock association rights may be delegated to the Association at any time and shall be delegated by Developer to Association upon the sale of Developer's last lot in First Addition. Sale of a lot in First Addition without membership designation shall not bar its subsequent designation.

16. These Covenants may be amended as follows:

A. The covenants may be amended after notice of any meeting and proposed amendment has been mailed to all Association members not more than sixty (60) nor less than thirty (30) days prior to the Association meeting, at which meeting such proposed amendment shall be taken up for consideration. Any amendment to the covenants must be approved by sixty (60) percent of all Association members entitled to vote. However, no such amendment which shall release Lots 1 through 14 of any easement obligation shall be valid unless approved by 100% of the membership.

B. By written approval of 100% of the membership. Any such written approval need not be filed but may be certified as set out below.

All amendments shall be committed to writing, executed by the President and Secretary of the Association who shall certify which of the procedures set above have been followed and such amendment recorded with the office of the Dickinson County Recorder.

South Shore Lakes Development Corporation, Developer

**SOUTH SHORE ESTATES DOCK ASSOCIATION
FREQUENTLY ASKED QUESTIONS**

Who can belong to the association?

All owners of the 2nd Addition are automatically included. Any owner of an off-lake lot in the 2nd Addition can join by paying a fee to the Developer and signing "Acceptance" documents.

Do I have to belong to the Dock Association?

No. However, the amount of the fee for joining the Association in the future may change or may be available at the discretion of the Dock Association.

Do I have to have a boat and hoist to belong to the Association?

No. Once your lot is part of the Association you may use the easement area for enjoying the lake but not install a hoist. At any time in the future you or any new owner of your lot may install a hoist according to the covenants.

Am I guaranteed a space for a hoist?

Docks and hoists will be installed as permitted by the rules of the DNR. The permit the Association will operate under allows for docks 50 feet apart. A hoist may be placed on each side of the dock. There is room for approximately 20 docks so at minimum there is room for 40 hoists. Some of the docks could be extended further into the lake for additional hoist space.

Can I let someone else use my membership and put a boat on the lake?

No. The covenants limit the use of the property to lot owners only.

What will membership in the Association cost?

There will be two different pay levels for membership. Every member of the Association will be required to share in the cost of maintenance and operation of the easement area along the lake. Those costs will be divided equally to each member and will include items such as electricity, mowing, repairs and other maintenance expenses. Since there is no operational experience yet, no fee amount has been established. However, a rough estimation of annual cost per member is \$60-\$100. As additional lots are sold the prorated cost will be spread amongst more members. Unsold lots are not assessed.

The second level of cost is for members who choose to install a hoist and boat. They will be billed for their hoist installation, removal, moving and storage and will be billed for their prorated share of dock installation and removal. They will also have an "initiation" fee to pay for original dock materials. Recently a committee of members met with Tom Clary to pick out a dock design and material. Clary will bill each new member for 1/2 of the dock material cost (approximately \$1,630). His current fee for hoist in and out is \$180. The dock in and out cost will be approximately \$200 or \$100 per hoist owner. Eventually there will be hoist moving and storage costs as houses are built along the lake.

Are there any special rules I should know about?

Please read the enclosed Covenants, particularly Paragraph 7. Members may not park along Helen Avenue if they drive to the lake property. Parking is available along the County road. Many of the rules are designed to protect the owners of the lake easement lots from undesirable activity in front of their homes. Any owner of a lake lot will know that the Dock Association has an easement along the lakefront when they buy the lot, but harmonious use of the property is the goal of many of the rules.

UTILITIES. Propane or heating oil tanks shall be buried. There shall be no gasoline or other fuel tank of any kind except as above.

LAKE LOTS. No outbuilding shall be permitted on the lakeside of lots located within Block One. Likewise, docks or boat hoists shall be not stored on any lot except between September 1 and the following June 1.

MISCELLANEOUS PROHIBITIONS. No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction (construction trailers or buildings shall be permitted during construction period.) A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code.

No business, trade or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the residence occupant.

No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No temporary structure, tent, trailer or similar enclosure shall be used as a residence.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area, such sign shall pertain only to the premises upon which it is located.

No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets which shall be confined upon the owner's property.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than five (5) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

No fence or hedge shall be erected or maintained in excess of four feet high.

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

Developer reserves the right to use a residence located within the subdivision as a sales office in connection with development of this property. Developer also reserves the right to a temporary sales office within the property.

Drainage easements and easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.

These covenants run with the land. A purchaser of any lot and any person acquiring an interest in any lot by acceptance of said interest agrees to abide and be bound by these covenants.

In the event the parties hereto, their heirs, assigns or any other owner of lots within South Shore Estates, 1st Addition shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any owner of any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against anyone violating or attempting to violate any such covenant or restriction and either prevent him or her from doing so and/or to recover damages and obtain any other legal and equitable remedy available for such violation.

Invalidation of any one of these covenants by judgment or court action shall in no way affect any of the other provisions which shall remain in full force and effect.

These covenants can be amended by the owners of 60 percent of the lots in this subdivision.

Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder.

The developer at its discretion may convey all property which it still owns within the subdivision to a grantee, whom it may designate as a Successor Developer. The Successor Developer shall have all the rights and privileges of the Developer as set out above.

SOUTH SHORE LAKES
DEVELOPMENT CORPORATION

By _____
Developer