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PROTECTIVE COVENANTS
PLAT OF SOUTH SHORE ESTATES, 1ST ADDITION
CITY OF MILFORD, IOWA

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Notwithstanding the previous paragraph, the developer may designate lots in Blocks 2, 3 and 4 for duplexes. If the developer elects to designate any lots it may file such designation with the Dickinson County Recorder's office and such designation may include restrictions upon such usage. However, no such designation may permit use of any lot for a nonresidential use.

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LOT SIZE. No lot may be sub-divided into smaller building lots, however, an additional lot or portion thereof, as approved by the developer, may be added to provide larger yards or building sites. No dwelling may be built upon a lot or portion thereof containing less square footage than the original platted lot.

BUILDINGS. No residence shall have a ground floor square footage of less than 1,200 square feet in the case of a one story structure, exclusive of garage, porches, basement, and breezeway, nor ground floor square footage of less than 900 square feet exclusive of garage, porches, basement, and breezeway in the case of one and one-half and two story structures. A split entry structure shall be considered a two story structure without a basement and subject to the provisions concerning two story structures above.

There shall be a minimum slope of 4:12 on all roofs and a minimum of eight (8) foot sidewalls. No metal roofs shall be allowed. No open carports shall be permitted. These requirements shall also apply to all garages and outbuildings.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

No basement home or earth sheltered home may be placed or erected upon a lot at any time.

CARE OF LOTS. Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motor homes, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots for more than one week except when enclosed within the garage. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose within the subdivision except for vehicles which are making deliveries to or picking up property or otherwise providing services to the subdivision.

If the owner of a lot fails to comply with the provisions of the previous paragraph the developer may give written notice of such failure to the owner and if the failure is not corrected within five days from receipt of such notice the developer may perform such

mowing or remove such objects and the owner of the lot shall be responsible to the developer for the expenses thus incurred.

Garbage, trash, rubbish and other solid waste must be kept in containers within a garage or other outbuilding. Solid waste may be placed at curbside for collection only in disposable containers such as plastic bags. Permanent containers such as garbage cans shall not be permitted at curbside for collection.

DRIVEWAYS AND PARKING. All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six (6) months after construction of the building is substantially completed.

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

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.

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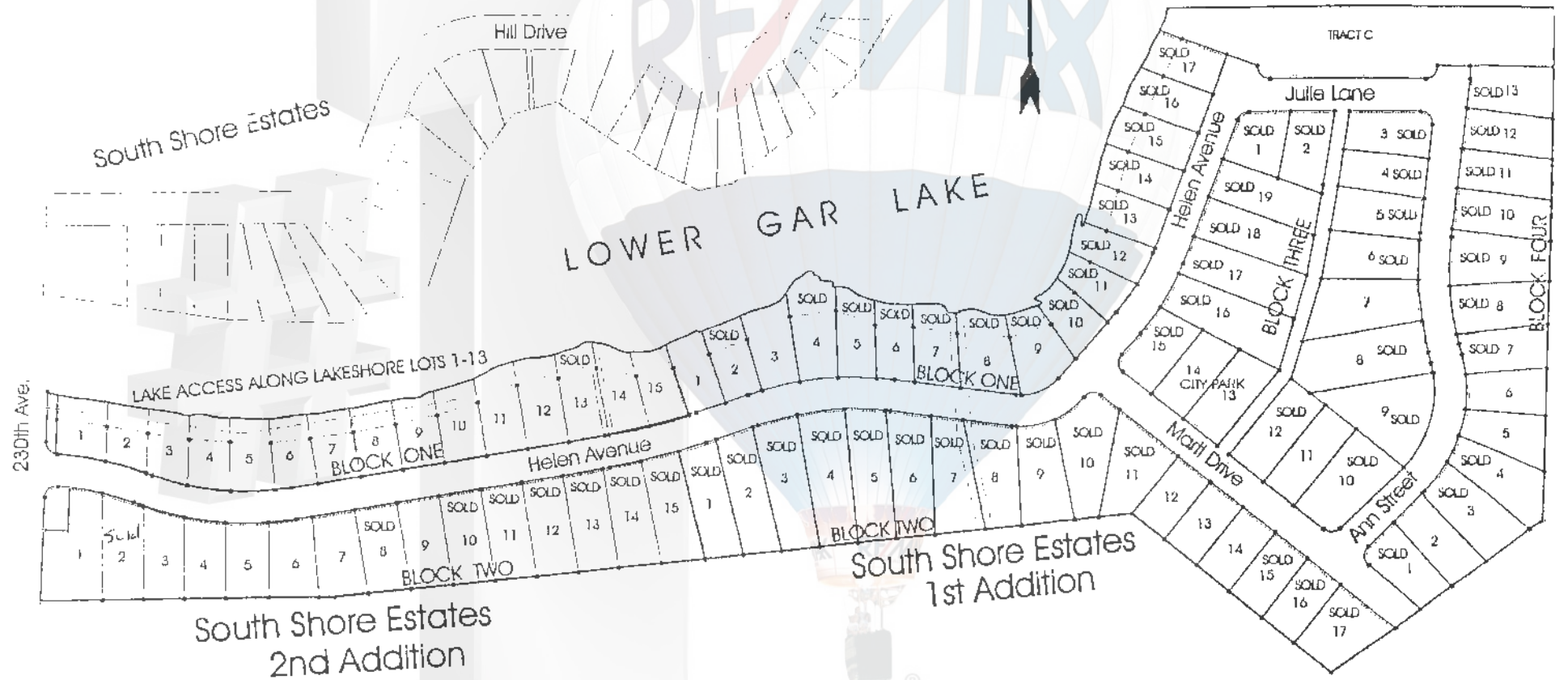
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MARK LEISS
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SOUTH SHORE ESTATES

- *CITY OF MILFORD *IOWA LAKES ELECTRIC *NATURAL GAS
- *PROTECTIVE COVENANTS *OKOBOJI SCHOOL SYSTEM
- *LAKE ACCESS FOR OFF-LAKE LOTS THROUGH DOCK ASSOCIATION

WOODLAND HILLS
 GOLF COURSE