

**Mountain Rest Lake Docks and Seawalls  
Additions, Maintenance and Safety of Existing and New Structures  
Adopted by the Board of Directors  
October 10, 2014  
(Revised May 9, 2015)**

**Dock maintenance and safety measures for “dock” and/or “seawall” structures, located within the boundary of property owned by the Mountain Rest Lake Property Owner’s Association, Inc. (hereafter the “Property”), are the sole responsibility of those who have licensed or deeded permission, or otherwise have erected [or may erect or keep] a dock or seawall on the Property. For this purpose, all docks or seawalls in existence, or to be built, not having deeded rights, shall exist under a revocable license by the Mountain Rest Lake Property Owner’s Association, Inc. (hereafter the “Association”).**

*On and after October 10, 2014, the Association shall not issue deeded use-rights within the Association Property. Any rights issued by the Association shall only be by revocable license according to its terms and conditions, which shall reference this document. This document may be reasonably revised by the Association from time to time with notice to Association members.*

**Structure Guidelines/Approval:**

**In an effort to have a semblance of continuity of structures on the Property, the following definitions and guidelines have been adopted by the Association. No structure on the Property shall be built or added onto without the Association’s prior written approval.**

*No approval, whether for new structures or modification to existing structures, shall be issued until or unless the applicant is deemed to be a bona fide member of the Association in good standing. On or after October 10, 2014, any structure built, or added onto, within the boundaries of the Property without prior written approval of the Association are subject to removal without notice. Whether structures are by voting members or non-voting members, all structures on Association Property are subject to the terms and conditions of this document.*

**To obtain written approval, the applicant, i.e., bona fide members in good standing shall first submit a fully dimensioned plan, detailing proposed materials, colors, proposed orientation and location on the Property. Upon receipt of the applicant’s plan, the Association shall have thirty (30) days in which to approve, disapprove, or modify and approve. In the event applicant has not received written approval after thirty (30) days from the Association’s receipt of a complete application and drawing, and assuming the application and drawing are otherwise in compliance, then the application shall be deemed approved and the applicant may proceed accordingly.**

**Any approval by the Association shall be primarily for continuity/compatibility of structures on the Property, and not for structural integrity, which is the sole responsibility of the applicant/licensee, and their guests and invitees.**

**Dock Planning and Approval Definitions/Criteria.**

Access Structure. An “access structure” for the purpose of this document is the “access” to a dock, and shall be no wider than five (5) feet; nor shall any access structure be longer than five (5) feet from the shoreline.

Bracing. All docks shall be built of sufficient materials and bracing to support and maintain the integrity of the dock and access structures to survive the life of the dock.

Color. Colors used on any structure within the boundaries of the Association Property are subject to compliance with this Association “Color Guide,” which calls for solid or translucent colors by Sikkens (Dark Oak, Butternut or Teak), or Cabots (Spanish Moss or Bark), or a comparable substitute of these brands/colors. This applies to the structure and any fixture and/or feature to or of the structure.

Dock. A dock, for the purpose of this document is a structure located on the Property whether on land of the Property or over water of the Property, i.e., the “Lake,” which is intended for the relaxation and recreation of the applicant/licensee or deeded user.

Electricity. No structure on Association Property shall have electric service from, over, or within the boundaries of Association Property. And, no generator or other such device shall be allowed on Association Property except temporarily while dock construction or dock maintenance is actively in progress.

Extension. No dock shall extend to a distance of more than seventeen and one-half feet (17½’) from the shoreline to the “lakeside dock facing” (furthest point into the lake). The dock facing is that which is seen from the lake.

Floation Device. Each dock shall have installed and maintained an appropriate USCG approved Type IV “throwable” floation device for the safety of dock users, whether the applicant/licensee or their guests/invitees.

Materials/Structure. Materials for the purpose of this document are to assist in the uniform way dock and access structures are presented and maintained on the Property, and are defined as follows.

- Structural Posts/Pylons/Joists. Structural posts for docks on the Property are to be no less than 6” by 6” treated wood for ground contact. Roof joists shall be no less than 2” x 8”.
- Embedment. Structural posts/pylons are to be supported by proper embedment; the embedment of structural posts shall be supported by a concrete footer of sufficient size (width and depth) to support the structure over the life of the structure.

- Roof Decking. Roof decking material shall be of sufficient strength to support the load of roof materials over the life of the dock structure.
- Roof Material. Roof material is the finished roofing material as seen when completed, and shall consist of not less than 25-year architectural shingles, metal or cedar shake shingles which shall be in compliance with the “Color” section of this document.
- Usable Area and “access” deck materials. All decking shall be sufficiently supported structurally for the intended load/use. Deck materials, whether the Usable Area or the access shall be of materials manufactured for that purpose or treated wood intended or common for use as decking material. Access and Usable Area decking materials shall be of the same color/materials.

Permits. Permits that may be required to build or maintain a structure on the Property shall be applied for and issued to the applicant/licensee, but only after required written approval by the Association.

Roof Over/Overhang/Height/Pitch. According to these guidelines, the applicant/licensee may be allowed to “roof-over” the dock Usable Area, or any portion thereof. The roof overhang is that distance outside the dock Usable Area, and shall not exceed one (1) foot outside the dock Usable Area in any direction. The “Maximum Roof Height” is defined as the vertical distance “from the surface of the finished Usable Area deck to the top of the roof ridge,” and shall not exceed ten (10) feet. Roof Pitch shall be either 6:12 or 4:12 (e.g.: 6” of rise to 12” run). Roof design may be “gable” or “hip” style only; “flat” roofs are not allowed.

Usable Area. The “Usable Area” of a dock shall not exceed one hundred fifty (150) square feet of area, not including any roof overhang, stair or access structure. Unless 12.25 feet square, the Usable Area will be a rectangle; in this event, the width of the rectangle shall be parallel with the shoreline.

### **Seawall Planning and Approval.**

Any proposed “seawall” or other shore support structure or attachment shall be on a case-by-case basis following the “Structural Guidelines/Approval” section of this document.

### **Structure Maintenance.**

While maintenance and safety measures are the sole responsibility of those having and/or maintaining structures on the Property, the Association may from time-to-time observe, in its opinion, an unsafe or potentially unsafe maintenance condition. In the event such an observation is made, the Association may, at its option, provide written notice the deeded or licensed user of a particular structure of the unsafe or potentially unsafe condition. In this event, the following procedure will be followed.

1. Notice. Except in the event where more timely action may be justified for safety reasons, the Association may provide written notice of a maintenance or safety issue having to do with a particular structure on Association property. Any such notice shall be reasonably specific as to action required to comply.

2. Response. Upon receipt of such notice from the Association, the respondent will have fifteen (15) days in which to either object to the Association's request in writing, or to take corrective action to rectify a particular maintenance or safety issue. Not receiving an objection and/or in the case of inaction, the Association may conclude the respondent has no intent to comply.
3. Objection/Inaction. In the event of objection, unless sufficiently justified, or in the event of inaction to rectify the maintenance or safety issue within the time allowed, the Association may, at its option, make or cause to be made any reasonable repair or replacement that brings the structure into a properly maintained or safe condition, as may be required for this purpose.
4. Payment. Upon completion of any repair or replacement made by the Association, while following these guidelines, shall be billed to the property owner who has deeded or licensed rights to have or maintain the subject structure on Association Property. Upon receipt of the Associations invoice for reimbursement of actual costs for any replacement or repair under this section, the responded shall have thirty (30) days to remit payment to the Association. If not receiving full payment in the time allowed, the Association may record a lien on the respondent's subdivision lot (or lots) which shall remain in effect until payment to the Association has been paid in full with interest as may be allowed by law.
5. Alternatively. In the alternative, if a particular structure is deemed by the Association to have been erected or maintained in a way that repair(s) cannot correct a particular safety or maintenance issue, then the respondent will be required to remove and replace the structure as may be required for safe use. In this event, the respondent shall remove the structure within thirty (30) days of written notice to do so, and shall have thirty (30) days thereafter to replace the structure. Any replacement shall be first approved by the Association following the "Dock and Seawall Guidelines" which are a part of this document. Failing to remove the structure within the time allowed the Association may, at its option, remove the structure and revoke any licensed use of the Property except as otherwise allowed, i.e., boating, swimming and fishing. In this event, the reasonable and actual cost of removing and disposing of structures shall be invoiced and collected according to Paragraph 4 hereinabove.

**As adopted by the Board of Directors – October 10, 2014 (Revised May 9, 2015)**

**MOUNTAIN REST PROPERTY OWNER'S ASSOCIATION, INC.**

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**Alan Schlenz, President**