

ORIGINAL
SMCO
3/16/98

GEM LAKES ESTATES PRIVATE DOCK MANAGEMENT
PROGRAM
MARCH 16, 1998

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1. POLICY:

Gem Lakes Estates Association ("Association") requires that anyone desiring to repair, replace, add to, or construct a private dock on Association property will be required to have a license granted by the Association prior to start of construction. Docks on Gem Lakes shall be designed, built, and maintained for the purpose of relaxation, fishing, and boating of the property owners. Docks shall not be designed for swimming or diving and shall not have steps, ladders leading into the water, or other structures designed for swimming activities. Docks that have been licensed will not require a new license for repairs if changes in the size, shape, and construction methods are not needed to accomplish the repair. Docks must not interfere with surface water activities and must be compatible with scenic values in the vicinity.

The Association recognizes that some property owners have property lines that extend beyond the waters edge and into the lakes. It is the desire of the Association that all dock owners adhere to the policies and practices of the Association as outlined in the following sections. This policy is not a waiver of the Association's right to promulgate a policy in the future in regard to these docks. Therefore the Association's policy applies to docks located in whole or in part on it's property. Furthermore, the Association assumes no responsibility or liability for those structures that are constructed or maintained on the Lakes, whether on private property or on Association property.

It should be noted that approval of the plans and/or existing docks on the Lakes does not constitute a warranty to anyone that the Association attests to the safety or suitability of the docks.

The Association reserves the right to revoke the license if the owner fails to keep the dock in compliance with the provisions of the license. If the owner does not bring the dock into compliance, the Association will execute its right to have the dock removed, at the owner's expense, and may enter the owner's property for such purposes.

2. GENERAL REQUIREMENTS:

- A. Residents that wish to build a private dock must own property that borders on Association property and one of the lakes owned by the Association.
- B. The property owners must obtain and sign a License/Maintenance Agreement (Appendix A) from the Association before starting construction.
- C. The property owners must be in good standing with the Association (i.e. all dues paid, no action pending regarding board recommended restrictions, etc.).
- D. The property owners must submit to the Association a plan that includes, but is not limited to the following:
1. An engineering drawing of the structure;
 2. A survey plat of the property;
 3. A sketch showing the location of the structure on the property, and;
 4. The completed License/Maintenance Agreement.

Other information may be requested by the Association if further clarification is needed.

- E. The Association will review the application and notify the property owners of their findings. Their decision will be based on the specific criteria (i.e. size, appearance, etc.) listed in the Policy Design Specifications Section 4.
- F. If the license is granted a favorable ruling by the Board of Directors, the construction may not proceed until the license is properly executed and any other supporting documentation is provided (i.e. license signed, proof of insurance, etc.).
- G. The Association will arrange for the inspection of the docks located on Association property once every two years. In applying for a License the property owners agree to cooperate with the Association in such inspections.

3. USE LIMITATIONS:

- A. Private docks on Gem Lakes are for use of the property owners named on the license. They are not intended for common use of the community.
- B. They are therefore to be maintained and controlled by the property owners named on the license.
- C. Private docks are not to be used for swimming/diving activities and are not to be designed or constructed for that purpose.
- D. Private docks are not to have utilities installed. There is to be no electricity, water, or waste treatment service. The discharge of solid or liquid waste into the lake is prohibited.

4. DESIGN SPECIFICATIONS:

- A. Private docks may have a total of 132 square feet. The maximum frontage will not exceed 12 feet wide and a maximum depth of 6 feet. The front of the dock shall not be more than 16 feet from the normal shore line.
- B. Exception in the size, width, depth of the dock may be granted based on shoreline conditions, depth of the water, etc. However, the effects on the aesthetic value of the surrounding areas will take precedent over the issuance of any variance.
- C. The decking will not exceed 18 inches above the normal lake level.
- D. The dock will not be located closer than 15 feet of a neighboring lot line without written permission of the adjacent property owner.
- E. Coverings on docks are not permitted.
- F. Permanently affixed railing and other above deck structures must be clearly shown in the plans and not affect the ability of the dock to blend into the surroundings.
- G. The preferred material of construction is wood treated with materials that are acceptable for construction in water environments. Wood treated with Creosote is not allowed.
- F. Use of concrete pilings is not permitted.
- G. Use of plywood decking is not permitted.
- H. Docks shall be attached to the shore and bottom of the lake by wooden pilings.
- I. Headwall type structures can be considered but must be clearly shown on the engineering drawings and approved by the Board of Directors.

J. Floating docks are not permitted.

K. Docks shall have a low non-obtrusive profile that blends well with the shoreline.

L. The preferred finish for docks is weathered wood. If the wood is to be stained, a natural color that blends with the shoreline is to be used.

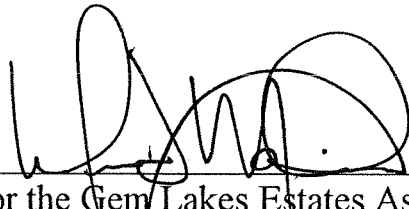
5. SAFETY:

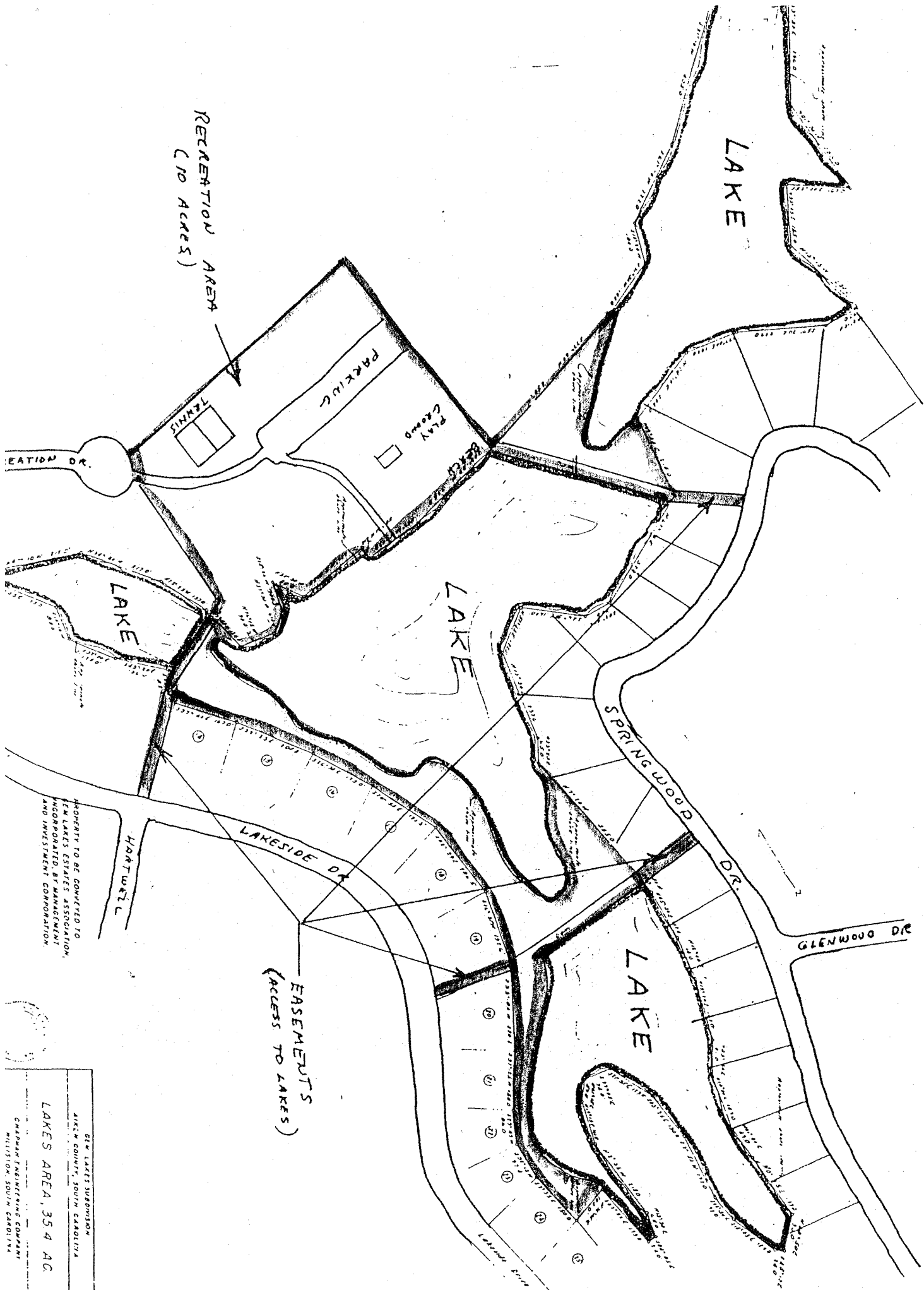
1. All docks will post signs stating, "NO SWIMMING OR DIVING".

2. Docks shall be kept clean and orderly. The owners are encouraged to remove and store deck chairs, umbrellas, coolers and other such objects when not in use.

3. The owners are responsible to inspect, repair, and maintain the dock in a safe and attractive condition at all times.

Signed: _____


3/16/98
For the Gem Lakes Estates Association
President of Board of Directors



PROPERTY TO BE CONVEYED TO
 LAKES ESTATES ASSOCIATION,
 INCORPORATED, BY MANAGEMENT
 AND INVESTMENT CORPORATION.

DEVELOPER
 CHARMAN ENGINEERING COMPANY
 MILLIS, SOUTH CAROLINA

OWNER
 LAKES AREA, 35.4 AC.
 ARLING COUNTY, SOUTH CAROLINA

**APPLICATION FOR PERMANENT LICENSE FOR PRIVATE
DOCK CONSTRUCTION/MODIFICATION/MAINTENANCE
AGREEMENT WITH
GEM LAKES ESTATES ASSOCIATION**

1. NAME AND ADDRESS OF APPLICANTS:

2. DESCRIPTION OF PROPOSED ACTIVITY:

A. EXISTING DOCKS MAINTENANCE (DESIGN
SPECIFICATION DO NOT APPLY):

B. NEW STRUCTURES:

3. APPROXIMATE DATE TO BEGIN:

4. PROJECTED COMPLETION DATE:

5. Application is hereby made to conduct the proposed activity described above in item 2. I certify I possess the authority to undertake the proposed activity. I further certify that the undersigned shall indemnify and save harmless Gem Lakes Estates Association (the "Association") from all liability however arising to any and all persons whomsoever, whether for personal injuries or otherwise, by reason of the construction and/or maintenance, or unsafeness or condition of any construction upon lands and interest of the Association, and from any damage or injury resulting to any persons whomsoever from defects in or defective conditions of said construction. Applicants accept that any permission granted pursuant to this application shall constitute permission and obligation to conduct permitted activities only so long as the results are compatible with the environmental values, including aesthetics, in and about the lake involved with this application. The applicant also certifies that they have notified adjoining property owners concerning proposed activity applied for above. (Failure to notify adjoining property owners makes this license null and void.)

6. AGREEMENT:

The parties hereto agree to abide by the terms and conditions contained in this agreement.

1. The applicants desire to construct/modify a dock on properties owned and controlled by the Association.
2. The Association agrees to grant its permission to do so subject to the terms and conditions stated in this application.
3. The applicants agree to prosecute the work authorized in a manner so as to minimize any degradation of the water quality.
4. The construction/modification of a dock will not endanger health, create a nuisance, or otherwise be incompatible with the overall appearance of the shoreline area.
5. The applicants shall keep the dock in good repair and shall use the same so as not to interfere with or create a nuisance to the use of the lake by other Association members. Inspection of the dock will be arranged by the Association every two years.

6. The construction/modifications shall be limited to those covered by the engineering drawings and/or other documents that accompany this application. No other construction is authorized.
7. It is specifically understood and agreed that the Association shall have no obligation whatsoever to repair or to correct the dock conditions described in this application. In the event that following construction/licensing, the Association notifies the owner that the dock is not in compliance with this agreement, the owner must remove the dock or bring it into compliance, as the case may be, at the owner's expense. It is understood that if the owner does not bring the dock into compliance, the Association will execute its right to have the dock removed, at the owner's expense, and may enter the owner's property for such purposes.
8. The applicants shall indemnify and save harmless the Association, its directors, officers, successors, and assigns, from all liability however arising to any and all persons whomsoever, whether for personal injuries or otherwise, by reason of the construction and/or maintenance, or unsafety or condition of any dock licensed hereby, and from any damage or injury resulting to any persons whomsoever from defects in or defective condition of the dock.
9. The terms of this application shall inure to the benefits of and shall be binding upon the parties, their respective heirs, assigns or successors. It shall be the owner's responsibility to notify the subsequent owners upon the transfer of title. The new owners may apply for a license in their name under the terms and conditions of this application and any modifications since.
10. If and when the applicants desire to remove the dock authorized by this application, this agreement is considered null and void.
11. The applicants further agree to provide proof of liability insurance in the amount of \$1,000,000 annually as part of this agreement.
12. This agreement may be terminated by the Association if the terms and conditions stated herein are not satisfied.

This instrument constitutes the entire Agreement between the Association and the Applicants named herein.

This application/license shall become effective on the _____ day of _____, 19 _____.

The Applicants accept and agree to comply with the terms and conditions of this agreement.

Applicants signature and date:

In the presence of:

Witness

Witness

For Gem Lakes Estates Association:

Officer or designated representative of the Board of Directors

Witness

Witness