

Yard Waste Burning Policy

(Reviewed by Board of Directors 2021)

1. No burning of any kind (lawn clippings, leaves, or tree limbs) is permitted on street surfaces.
2. Burning on MonarchCove property may be allowed only with prior permission of the Board of Directors.
3. Burn hours are between sunrise and sunset.
4. Lawn clippings and tree limbs will not be picked up by the garbage truck. It is the home-owners' responsibility to dispose of these items. Dickinson County Conservation Board operates a public yard waste disposal site. Call for information at (712) 338-4786.

Docks and Accesses Policy

(Reviewed by Board of Directors 2021)

1. The seven Monarch Cove walking lanes that provide lake access to dock areas and the swim area are maintained for the benefit of all property owners. These are to be kept open and free of encroachment by adjacent property owners. No hoists are to be placed on any of these docks, excluding the two marina docks managed by Monarch Cove.
2. Overnight tie-up on Monarch Cove docks is not permitted.

MONARCH COVE

PARKING POLICY

(Reviewed by Board of Directors 2021)

1 . Swimming Beach:

- a. No overnight parking is allowed in the parking area adjacent to the swimming beach.

2 North Marina:

- a. No overnight parking is allowed in the parking area adjacent to the North Marina dock.

3 Maintenance Shed:

- a. No overnight parking is allowed adjacent to the Maintenance Shed.

4 Two Parking Spots Required:

- a. Any new addition to a member 's structure must allow for two parking spots per property.

5 Overflow Parking:

- a. Overflow parking is allowed only in designated areas.
 - 1. All vehicles parked in any designated overflow parking area must be moved out of all overflow parking area within 7 days.
- b. Overflow parking areas are identified with a sign indicating overflow parking.
- c. Overflow parking is allowed only in the following designated areas:
 - 1. The area just West of the mail boxes on Park Street;
 - 11. The area at the intersection of Ravine Street and 214th Avenue;
 - 111. The area at the intersection of Hickory Street and 213 Avenue;
 - 1v. The area just South of the intersection of 214th Avenue and Alta Vista Street
 - v. The area just East of the intersection of Ash Street and 15S1h Street.

6 Boats and Trailers:

- a. All boats and/or trailers must be parked on private property.
 - 1. On a temporary basis a boat and/or a trailer may be parked, for a period not to exceed 48 hours, in the following overflow parking areas:
 - (1) The area at the intersection of Hickory Street and 213 Avenue;
 - (2) The area just South of the intersection of 214th Avenue and Alta Vista Street.
 - ii. Unless the arrangement is canceled by the owner or by the Board, parking of boats and/or trailers is available to members of Monarch Cove in the area South of the Northland Inn, at the intersection of Highways 9 and 86.
 - (1) A fee will be charged by the owner for parking in this area.
 - (a) All members using this parking area must register his/her boat and/or boat trailer with the Monarch Cove secretary and place approved Monarch Cove identification on the stored item.

Dog Policy

(Reviewed by Board of Directors 2021)

1. Dogs will be leashed and under the control of the owner at all times.
2. Any dog not in owner's control will be reported and picked up by county animal control.
3. All pet feces must be picked up on any area outside of homeowner's property.

Monarch Cove Marina Policies and Regulations

(Reviewed by the Board of Directors 2021)

Purpose:

The purpose of the marina operation is to make available hoist space to members who wish to have a boat and hoist located on Monarch Cove property.

Marina Fee:

1. The fee charged by Monarch Cove for a hoist space on the marina is not part of the membership fee.
2. The marina fee may be adjusted annually.
3. Each year, the annual marina fee will appear on the member ' s first Monarch Cove bill.
4. In order for the member to retain a hoist space on the marina for another 12 month period, the marina fee must be paid in full on or before March 1 of the year in which the marina fee is due.
5. Should the member terminate the marina contract after March 1, any marina fees paid by the member shall be forfeited.
6. The cost to install and remove the member ' s hoist will be billed to the member by the company that has the contract to install the marina dock hoists and shall be paid directly to that company. The cost to install and remove the member ' s hoist is not included in the member ' s annual marina fee.

Policies and Regulations:

7. To acquire a hoist space the member must submit a marina contract to the board secretary requesting a space.
8. The date the marina contract is received by the board secretary will be used to place the member ' s request for a hoist space on the waiting list. As a hoist space becomes available the marina committee will use the list to fill available spaces.
9. If a member turns down the offer of a hoist space, the member's name will be removed from the waiting list. To be placed on the waiting list again, the member must submit a new marina contract requesting a hoist space.
10. Should marina hoist spaces be reduced at any time after the contract holder receives the hoist space, then and in that event, the date the marina contract holder obtained his/her hoist space will be used to determine a last on-first off order for the remaining spots.
11. To be eligible for a boat slip space on one of the Monarch Cove marina docks , the member must meet the following conditions:
 - a. The marina contract holder must be a member of Monarch Cove;
 - b. Except as provided in paragraph 26, only one boat hoist space is allowed per Monarch Cove member.
 - c. The marina contract holder must submit the boat registration for the boat

- that will be stored in the hoist space to the board secretary.
 - d. The boat must be owned by the marina contract holder.
 - e. The length of the boats placed on the north marina dock shall not exceed the 22 foot limit.
 - f. The length of the boats placed on the south marina dock shall not exceed the 25 foot limit.
 - g. On or before March 1 of the year in which the marina fees are due, all fees due to Monarch Cove by the contract holder must be current. To obtain a hoist space, no fees due to Monarch Cove can be in arrears.
- 12. The marina committee will be responsible for the following:
 - a. To determine the position/location of the hoists on marina docks. Hoist location may vary from year to year, in the sole determination of the marina committee.
 - b. To provide electrical hook ups on the marina docks for the hoists.
 - c. To inspect the catwalks used to access the hoists and notify the hoist owners if repairs are needed.
 - d. To annually review the marina operation and make recommendations to the board on revoking boat hoist space privileges to members who have violated the policies and regulations.
 - e. Marina fees are established by the Board of Directors and are subject to change.
- 13. Members who wish to change their hoist location must submit a written request to the board secretary by February 1. The date of the request will be considered when making changes. It is the members responsibility to have hoist legs long enough for the new position and to work with the marina committee to add/remove the catwalk brackets.
- 14. When ownership of a member 's home has been transferred to a relative of the member , the member 's marina contract or place on the marina waiting list may be transferred at the same time by notifying the board secretary in writing and obtaining the approval of the Monarch Cove Board of Directors.
- 15. Holders of a Monarch Cove marina contract must notify the board secretary in writing whenever there is a change in the contract. Examples of a change in the marina contract include, but are not limited to, the purchase of a new boat or hoist.
- 16. Holders of a Monarch Cove marina contract may store their boat hoists on Monarch Cove property during the winter at locations to be determined by the Monarch Cove Board.
- 17. All Monarch Cove marina contract holders must have their boats off the marina docks by October 15.
- 18. The catwalks used to access the hoists are the responsibility of the marina contract holder. The installation and removal of the catwalks are the responsibility of the marina contract holder. If necessary, the marina contract holder may hire a third party, such as the dock or hoist installer, to assist with the installation and removal

of the catwalks.

19. Electrical cords to the individual hoists are the responsibility of the contract holder. Cords should be 12 gage wire and as close to the needed length as possible. When the hoist is not in use the cord should be disconnected to prevent tripping of the GFI. To reset the GFI follow the cords to the main hook up on shore and push the reset button.
20. If for any reason the marina contract is terminated, the prior contract holder shall remove the boat and/or hoist from Monarch Cove property following termination of the marina contract. Should the boat and/or hoist not be removed from Monarch Cove property as provided herein, the prior contract holder must remove the boat and/or hoist within 10 days of being notified by the marina chairman or board president, either orally or in writing, to remove the boat and/or hoist from Monarch Cove property. The prior contract holder shall be responsible for all fees and costs associated with the enforcement of this paragraph, which fees and costs shall include, but not be limited to, transportation, storage, reasonable attorney fees and court costs.
21. No boat trailer may be stored on Monarch Cove property. A boat storage lot is currently available to marina members. Non-members may also use this area by contacting the board secretary and paying the storage fee established by the board.
22. All members that store a boat trailer in the area rented by Monarch Cove shall notify the board secretary and shall place the approved ID tag on the member's boat trailer. Failure to do so, could result in the trailer being locked by the owner of the storage lot.
23. All boat hoist covers on the marina docks are to be white. At that time when a hoist cover is replaced on any hoist on a marina dock, the replacement cover shall be white. Failure to comply with this paragraph shall result in the automatic termination of the marina contract.
24. When a marina member sells his/her property or his/her boat, the marina contract is automatically terminated and the hoist and boat must be removed from the marina dock.
25. To retain a hoist space the owner must store their boat in the slip for a substantial portion of the summer season. If circumstances warrant a vacancy, the member should submit a written request to the Board to waive this requirement.
26. A limited number of spaces may be available for small boats and wave runners. These spaces are currently located on the North marina dock near the shore. Water levels and other factors may limit the availability of these spaces. A separate marina contract is required for small boat/wave runner hoist spaces and will be subject to a separate fee.

Garbage Policy

(Reviewed by Board of Directors 2021)

1. Garbage will be picked up on Mondays and Thursdays between Memorial Day and Labor Day.
2. Garbage will be picked up on Mondays only between Labor Day and Memorial Day.
3. Lawn clippings, leaves, and tree limbs will not be picked up by the garbage truck. It is the homeowner's responsibility to dispose of these items. The Dickinson County Conservation Board is managing a public yard waste disposal site. Call for information at 712-338-4786.
4. All garbage must be placed in secured garbage cans for pickup.

Law Enforcement

(Reviewed by Board of Directors 2021)

Law enforcement in Monarch Cove is provided by the Dickinson County Sheriff. Legal complaints or emergency concerns should be made to the Sheriff (712-336-2793 or 911).

Membership Fees Policy

(Reviewed by Board of Directors 2021)

All new property owners in Monarch Cove will pay a \$1,000.00 onetime membership fee. The fee will be returned when the property is sold to the new property owner.

Fees charged to Monarch Cove Membership Quarterly

Water usage is billed a \$0.007 per gal. water used.

Less gal. Allowable (1,500). Sales tax on water is 7.0%.

A minimum use of \$50.00 per quarter is charged for maintenance of water

An Annual Service Fee if \$630.00 for all other services provided may be paid yearly or \$157.50 quarterly.

Members owning undeveloped property are charged \$200.00 yearly. There are 143 properties with dwellings and 3 undeveloped properties on Monarch Cove.

(Marina fees are covered in the Marina Policy)

All above fees subject to adjustment as actual cost(s) change.

Collection of Service and Water and Sewer Fee:

1. All bills are due when received.
2. Bills will be delinquent 30 days after they are received. All bills are deemed received on the date mailed.
3. All bills not paid within 60 days after they are received are subject to the following:
 - A. A delinquency fee of \$25.00 will be assessed to accounts over \$100.00 not paid within 60 days after the date received.

- B. All accounts not paid within 60 days after the date received will be brought to the attention of the Board of Directors. The Board will have the authority to do each of the following:
1. File suit in District Court to collect the delinquent account.
 2. Disconnect all water service to the residence. Should water service be disconnected and should water service later be reconnected, a \$200.00 reconnection fee will be assessed and must be paid prior to reconnection.

Sewer Policy

(Reviewed by Board of Directors 2021)

1. Maintenance of homeowners' sewer line from their house to the lateral pipe or main pipe is the responsibility of the homeowner.
2. If the homeowner feels that the lateral or main is plugged, they should contact someone on the Board immediately.
3. Howe Sanitation, Inc., is the primary sewer contractor for Monarch Cove sewer lines. (If a problem exists and you cannot get in contact with someone on the Board, please call them at 712-262-5687.)
4. Remind family and visitors that no items of personal hygiene may be put into the sewers.
5. If a homeowner, or someone in a homeowner's residence by permission of the homeowner, places any item in the sewer system that blocks the main sewer line, the homeowner is liable for the cost to repair the blockage.
6. The homeowner is responsible to meet all local plumbing codes and regulations.

Street Policy

(Reviewed by Board of Directors 2021)

1. Any property owner who needs to have a cut made into the street is required to post a \$500 deposit per cut area with the Monarch Cove Treasurer. The deposit will be returned upon satisfactory repair, completion in a reasonable time, and the approval of Grounds Committee.
2. Any cut into a street will be done with a saw for straight edges.
3. Replacement of cut area will be with like material and at depth of at least six inches or more.
4. Any street blockage for repair must be done within 48 hours unless approved by the Street Committee.
5. There must be no blockage of streets and alleys except for unloading of personal items or construction materials.
6. No permanent structures are to be constructed on Monarch Cove alleys or other Monarch Cove property. Monarch Cove maintains ownership of all Monarch Cove property.

The property owner is responsible to inform contractors of policies listed above.

Water Policy

(Reviewed by Board of Directors 2021)

1. Water mains to curb shut-off valve are maintained by Monarch Cove. Shut-off valve and line into a house are the homeowner's responsibility.
2. Maintenance and condition of the water meter is homeowner's responsibility.
3. The water meter or meter reader must be working correctly, accessible to be read, and be outside of the house. A \$25.00 fee will be charged each billing quarter if the meter or meter reader is not assessable to be read.
4. Water that is shut-off for non-payment will be done at owner's expense, pursuant to Monarch Cove Fee Policy. Water turn-on will be at owner's expense plus a \$200.00 turn on fee.