2:10 PM 2025 Jan 10

# SOUTH SHORE IMPROVEMENT ASSOCIATION, INC. **CEDAR LAKE, INDIANA RULES AND REGULATIONS FOR MEMBERS**

The foregoing Rules and Regulations shall be enforced by the South Shore Improvement Association, Inc. (referred to as "SSIA") Board of Directors and are subject to change at their discretion.

#### L PARK

- A. Only members in good standing and their invited guests are allowed in the park. Members will be responsible for their guests and are liable for any damages.
- B. Members not in good standing are not allowed to be a guest of a member in good standing.
- C. All pets must be leashed and under the member's control at all times. Members are responsible for cleaning up after their pets. Members will be held liable for any damage or injury caused by their pets.
- D. Picnic tables are to be kept on the paved black top area of the park.
- E. Small campfires are allowed in the designated fire pit area. Members are responsible for cleaning up.
- F. Cooking is allowed in the park. Members are responsible for proper clean up of areas used. Charcoal can be disposed of in the fire pit.
- G. Bikes, scooters, skateboards, etc. are not allowed on the pier. Golf carts should be parked on the gravel parking area.
- H. The park is closed at dusk to anyone under the age of 18, unless accompanied by an adult member.
- I. Minor children of members in good standing are allowed in the park. No more than 2 guests per household are allowed in the park without adult supervision.
- J. The playground equipment is for young children and is not to be used by teens or adults. Adults and teens are only allowed on the equipment to retrieve young children.
- K. No parking in the SSIA park (except golf carts). Vehicles will be towed if found inside the gate at the owner's expense. 25.00

# II. BEACH AND COMMUNITY PIER

- A. NO LIFEGUARD ON DUTY. Swim at your own risk.
- B. Swimming only on the left side of the pier when looking out from the shoreline.
- C. No diving off the pier. Water is very SHALLOW.
- D. No horseplay on the pier.
- E. Anyone bringing food or drink on the pier is responsible for it's disposal.
- F. Loading and unloading of boats and personal watercraft can only be done on the right side of the pier. (When looking out from the shoreline.)
- G. Boats and personal watercraft can only be tied to the pier to load and unload and in case of an emergency. Watercraft should not be left unattended when next to the community pier.
- H. No motorized watercraft can be launched within the park and beach area. Non-motorized watercraft, such as kayaks, canoes, etc. can be launched from the beach.

#### III. HARBOR

The riparian zone held by the SSIA seemingly is an extension of the common area managed by the Association. The SSIA park has 2 piers. The community pier is for all SSIA members to use. The SSIA boat pier is for use only by the boat pier members (referred to as "User").

- A. Members interested in mooring their watercraft in the harbor, but not on the SSIA boat pier, are required to complete an SSIA mooring agreement prior to mooring their watercraft. A \$500 fine will be assessed to any member who does not comply. Forms can be found at southshorecedarlake.com and can be emailed to southshoreimprovementassoc@gmailcom.
- B. Members will be assigned a spot to place their lift/watercraft in the harbor once all fees and assessments are paid in full and the mooring agreement is completed and turned in.
- C. No stationary or floating piers will be allowed in the harbor other than the approved SSIA boat pier.
- D. All watercraft and lifts must be stored off of SSIA property.
- E. One boat and one personal watercraft will be allowed per address.
- F. Watercraft not registered with SSIA will be turned over to the DNR for trespassing.
- G. All watercraft and lifts must be adequately maintained. All lifts must be identified with your last name. 1' to 2' mailbox letters are required and should be placed near the winch or motor.
- H. Boats must be properly moored. It is the sole responsibility of the owner if their boat, personal watercraft or lift causes damage to other boats, lifts or piers.
- No one is allowed to use the boat pier unless they are a boat pier User or their invited guests.
- J. All boats, lifts and mooring poles must be removed from SSIA harbor and property by October 15th.

## IV. SSIA BOAT PIER - Additional Rules and Regulations

Only a person with an ownership interest in a property in SSIA Subdivision and in good standing on all properties may sign a boat slip lease agreement. The boat pier is intended to provide mooring facilities for boat pier Users. The SSIA boat pier is for use by boat pier Users ONLY!! The boat pier is regulated by the SSIA Board of Directors. The Board shall recommend policy, set and collect dues and /or special assessments, assign boat spaces, oversee the maintenance, administer any waiting lists, and assume other duties related to the pier as may be required. Due to the limited amount of SSIA boat pier slips, only one boat slip per SSIA member. (A member refers to anyone having an interest in any property.)

One Time Fee: The one time fee consists of the permit fee, attorney fees, signage, minimum balance in account, solar lights, tarps and ties, insurance deductible and monies for unexpected expenses.

Annual Fee: The annual fee consists of costs to install and remove boat pier, insurance, maintenance/repairs, attorney fees and any other related fees.

All fees are nonrefundable and do not imply ownership. No one may take any section of piering or supports as they do not own any portion of the pier.

Any unexpected expenses will be assessed to boat pier User through a special assessment approved by the SSIA Board of Directors. The SSIA Treasurer will keep a separate checking account for all SSIA Boat Pier related funds and a report will be provided quarterly via email.

- A. ASSIGNMENT OF SLIPS Once all boat slips have been assigned to eligible boat pier User, additional interested members will be placed on a waiting list. The Board of Directors will decide if they want to pursue another DNR Permit for additional slips, beyond the approved 32 slips. Any open slips shall be offered to members whose names have been placed on a waiting list, on a first come, first serve basis. If, while on the waiting list, a member is offered a slip which is inadequate to his/her needs, the member may decline the offer and remain on the waiting list in the same position. The person next in line would then be offered the same slip. An eligible member may be placed on the waiting list by sending an email to: <a href="mailto:southshoreimprovementassoc@gmail.com">southshoreimprovementassoc@gmail.com</a>. Names shall be placed on the waiting list by date of email request. New boat pier members will pay a one time fee, that could be more than the boat pier members paid in 2024 as determined by the Board of Directors.
- B. The vessel must be owned by a boat pier User. Boats may not be rented for a fee, nor shall any commercial use made of boats kept at the SSIA boat pier. Only the boat listed on the lease will be allowed in the slip.
- C. The SSIA boat pier can only be used by the boat owner, his or her family, and guests.

- D. No modifications or additions to the SSIA boat pier may be made without approval of the Board of Directors.
- E. Boat assignments will be done by SSIA Board of Directors and the company hired to put in the boat pier. The SSIA Board of Directors reserve the authority to swap boat pier slip assignments should the need arise. The Owner may designate a duly authorized representative for the purpose of executing Boat Slip Lease Agreements, assigning boat slips, and for all other purposes arising under the Boat Slip Lease Agreement.
- F. Boat lifts must fit through the SSIA front gate. Only solar or manual lifts allowed. The use of electricity on the pier, in a slip, or within the pier area is not permitted.
- G. No personal items are to be kept on the pier (no gas cans, floats, tubes, storage boxes, etc.). Grilling is strictly prohibited. Each boat slip user shall maintain the pier and immediate area around the boat slip in a clean and safe condition.
- H. Boat User is responsible for annual installation and removal of their lifts prior to October 15.
- I. Nothing is to be touching/attached to the pier.
- J. Only 4 point mooring will be allowed for drive on floating docks for jet skis or waverunners.
- K. If the new property owner does not want the slip, the slip assigned to the original owner may be reassigned to someone who already holds a boat space and wishes to move slips (if more than one member is interested, a name will be pulled), or it may be assigned to someone on the waiting list, if any.
- L. If the lift needs to be rotated to ensure access to operating components, it is the sole responsibility of the owner.
- M. No swimming, diving, fishing or fireworks from the SSIA boat pier. Water is very SHALLOW! No bikes, scooters or skateboards on the SSIA boat pier.
- N. All boat pier Users are required to insure their watercraft. SSIA insures the boat pier only.
- O. The SSIA boat pier slip may not be sublet or assigned without the express written consent of the SSIA Board of Directors.
- P. Lifts may not be placed until SSIA Board has received all SSIA park and boat pier fees and assessments on all member properties. A \$500 fine will be assessed to any member who does not comply.
- Q. Watercraft and possessions are stored at the sole risk of the User. SSIA shall have no liability for damage or loss to the watercraft, possessions, theft, burglary, vandalism, fire, water, winds, dust, rain, rodents, insects, disappearance, and any other cause whatsoever. SSIA carries no insurance covering a loss to boat pier User's personal property.
- R. If a User damages the boat pier, that User will be responsible for reimbursing SSIA boat pier for the costs related to repair damages. Repairs are approved and coordinated by the Board of Directors. If damage occurs to the boat pier from someone other than a member,

the board will try to collect the repair costs from that person. If that is unsuccessful or we don't know who caused the damage to the boat pier, the board will file an insurance claim. At that time, SSIA Board of Directors will determine if there are sufficient monies for future insurance claims or if boat pier members will be responsible for replacing the insurance deductible. Maintenance of boat pier will be handled by SSIA Board members.

- S. In the event of an emergency, and if the boat pier User cannot be reached, the User's boat may be moved to prevent damage to the boat pier and other watercraft.
- T. Living aboard a vessel in any slip is not permitted under any circumstances.

### V. CODE OF CONDUCT

- A. Consideration for all members and guests, and their space, should be first in mind at all times. All persons using the pier should conduct themselves in a manner respectful of the rights and sensibilities of others.
- B. Obscenities and excessive foul language will not be tolerated. The individuals will be asked to leave.
- C. Fighting is strictly prohibited.
- D. Fireworks are not permitted at the park during the Cedar Lake Summerfest fireworks display. Personal fireworks are only allowed by the beach area. No one is allowed to blow fireworks off from the community pier, the boat pier or any other area that is not near the beach. ONLY members can blow off fireworks in the park.
- E. SSIA is not liable for fireworks in the park.
- F. Members and their guests are held responsible for supervision and clean up of all fireworks in the park. The member is expected to go to the area the next day to assure that the area is free of firework debris. A fine may be assessed if the area is not cleaned properly.
- G. Destruction of SSIA property will be charged to the member. If a member's guest causes the damage the member will be responsible.
- H. South Shore Improvement Association, Inc. and the SSIA boat pier User are not responsible for loss, liabilities or injuries.
- I. Members, for good and valuable consideration including the payment of annual dues, hereby indemnifies and holds harmless SSIA and the Board of Directors for any and all damages and losses which may occur to her or her person or property, or that of his or her invitees or licensees, arising out of the use of the SSIA park, unless such damage or loss is caused by gross negligence of SSIA.

### VI. MEMBERSHIP CARDS

- A. Members are required to have a membership card. Only members in good standing will be issued cards. Individuals without a card may be asked to leave the park. Individuals without a card could be charged with trespassing and the authorities may be called.
- B. Guests need to carry a membership card and abide by all rules set forth by

- the SSIA. Members are responsible for the actions of their guests.
- C. Once all yearly dues and assessments are paid in full, members will receive their membership cards and a code for the gates.
- D. At their discretion, the directors of the SSIA have the right to change the gate code. If this is necessary, a new code will be issued.
- E. All temporary/seasonal rentals will be required to complete a signed form acknowledging that they have read and understand the rules and regulations set forth by the SSIA.
- F. Members who run short term rentals should post these rules and regulations on the online platform where their guests will agree to abide to these rules and regulations upon booking their stay.

IN WITNESS WHEREOF, we the directors of South Shore Improvement Association, Inc. have signed our names this 30thday of December 2024.

Alice Doughney, Director Linda Abbott, Director STATE OF INDIANA ) SS:

Brian Phillips, Director Barbara VanRamshorst, Director Trøy Reader, Director

COUNTY OF LAKE

The undersigned, a Notary Public in and for the above County and State, certifies and witnesses that the above listed members of the Board of Directors of the South Shore Improvement Association, Inc., namely Alice Doughney, Erin Gluth, Linda Abbott, Jill Tafoya, Brian Phillips, Barbara VanRamshorst and Troy Reader, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, appeared before me in person and acknowledged the signatures and delivered the instrument as a free and voluntary act for the uses and purposes names in the instrument.

Dated: 12/30 2024

number in this document, unless required by law.

Notary Public

**DEBORAH J WILSON** My Commission Expires Commission Expires: 08/03/31 August 3, 2031

Commission Number NP0671139County of Residence: LAKE Commission No. NP0671139

We affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security

Lake County