

June22, 2021

## MISSISSIPPI RIVERWOOD ASSOCIATES, INC

### Rules and Regulations

This section of rules and regulations includes amendments and additions to the original.

Rules adopted by the MRAI on the following dates.

July 13, 1991

August 14, 1993

September 16, 1995

August 21, 1999

August 19, 2000

August 17, 2002

July 16, 2011

August 19, 2017

Sept 14, 2020

EACH SHAREHOLDER'S RESPONSIBILITY IS:

1. TO BE INFORMED OF ALL MRAI RULES.
2. TO BE IN COMPLIANCE WITH ALL THE MRAI RULES.
3. TO KEEP THIS BOOK OF RULES CURRENT, BY

UPDATING IT  
WITH ANY FUTURE REVISIONS ADOPTED BY MRAI. THIS  
BOOK OF RULES SHALL BE TRANSFERRED TO NEW  
OWNER.

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## INTRODUCTION

### RULES AND REGULATIONS

The character of the Mississippi Riverwood Cooperative Park, which sets on the bank of the Mississippi River, is pleasing to most that see it. It is the decision of the Board of Directors that all rules and regulations be designed to maintain this character, which we believe to be a feeling of openness with reasonable privacy, neatly trimmed grass balanced by wild areas, a minimum of concrete and man-made structures. A concept of a park as a whole rather than an aggregate of sharply defined individual lots and to provide facilities for the recreational and social benefit of the members thereby fostering good fellowship and a fraternal and social atmosphere for the members of the association.

The term "lot" or "site" means any leased parcel of land within Mississippi Riverwood Associates, Inc. and bearing a number upon the record book of the association. The term "lot ", "unit ", "site" owner refers to the recorded owner of any interest in any portion of one or more of the lots.

The term "member" shall mean and refer to each of the members of the association.

Every lessee of a lot or an interest therein shall be a member of the association. Each member shall have one vote per share owned. When more than one person holds an interest in a lot, the multiple owners shall appoint one of the owners as their voting member.

The Board of Directors may impose fines or penalties and terminate a shareholder's lease or membership at any time for conduct deemed detrimental to the well-being of the park or for nonpayment of annual dues, assessments, charges, penalties or other financial obligations as set forth by the by-laws. The Board of Directors will determine final action.

These rules and regulations are subject to change from time to time with the approval of the Board of Directors. Non-compliance with any of the above rules will result in fines or penalties and, in some cases, could result in termination of the shareholder's lease. The board will set final actions.

A. MOTOR HOMES, TRAVEL TRAILERS, 5TH WHEEL TRAILERS, PARK (ALSO KNOWN AS DESTINATION) TRAILERS, PARK MODELS AND TINY HOUSES

1. All units must be:

-self-contained

A self-contained 5th wheel trailer, travel trailer or motor home is designed and built to provide temporary living quarters and contains permanently installed, independent, life-support systems that provide the following facilities, (1) a cooking facility with liquid propane gas supply or internal electric supply, (2) a refrigerator, (3) a self-contained toilet equipped with a permanently installed holding tank with a connection for external waste disposal, (4) a heating and/or air conditioning system separate from the motor vehicle engine, (5) a potable water supply system including a fresh water storage tank, washing and bathing facilities, and a permanently installed waste water holding tank with a connection for external waste water disposal, and (6) a separate 110-125 volts electrical power system.

A park model, destination trailer, park trailer or tiny house is designed and built to provide temporary living quarters and contains permanently installed, life-support systems that provide the following facilities, (1) a cooking facility, (2) a refrigerator, (3) a toilet equipped with a connection for external waste disposal (no composting toilets), (4) a heating and/or air conditioning system (no wood burning systems), (5) a potable water supply system that includes washing and bathing facilities and equipped with a connection for external waste water disposal, and (6) a 110-125 volts electrical power system.

-must fall under the restrictions of the licensing of the State of Minnesota (not to exceed 400 square feet of living area) [Rules Committee interpretation on 6-28-00: The allowable 400 square feet of living area of an RV includes the slide-outs.]

- Rust-free

- no need of exterior paint, repair or cleaning

- no broken windows

- appropriate window treatments on the interior (not torn, in good repair etc.)

These standards apply to shareholder's units as well as

rental units. It is the responsibility of shareholders who rent their lot, or their proxy representative who lives in the park, to inspect rental units to ensure that they meet these stipulations.

2. All units must have current licenses and/or permit displayed.

3. All units must remain mobile at all time. Tires, hitches, etc. cannot be removed.

4. Only one unit per lot. The exception is if your motor home is your only means of transportation.

5. All units should be parked adjacent to patio and utility pole. All units shall be parked a minimum of 3 (three) feet from the road so that vehicles and RVs can navigate the roads safely.

6. Members may park a second RV, pick-up camper, pop-up camper or a free standing tent on their lot for up to seven (7) days without approval from the Board of Directors. The tent or RV must be placed on the lot such



that it complies with the setback constraints of Section V of these Rules and Regulations. RVs may not be parked on the roadway at any time. RV shall mean and refer to modern travel trailers, motor homes, and other similar types of full hookup vehicles. If the second RV belongs to your guest please see Section 0 -Guests. [Rules Committee interpretation: A second RV on a lot for up to 7 days without Board approval does not extend to renters.]

7. Storage on the peninsula is for members only. Owners who store units (travel trailers, motor homes, boat trailers, cars, etc.) must have appropriate licenses and lot number ID visible. Owners wishing to store items must check in with the Board appointed storage area custodian for lot assignment. A sign with the custodian's name, lot number and phone number will be placed in the storage area. Items will be assigned according to size, etc., by the storage coordinator. Assignments are for the current season only. If the park has to remove an item from the storage area, there will be a fine of \$50.00 assessed the member. "Reserved" signs may be put up on a parking area to hold the spot if you leave for a maximum of one month. Owners are responsible for lawn maintenance

around their stored vehicles as required by Section T.  
[Rules Committee interpretation on 8-23-00: Boats need to have the lot numbers on them. Boats are not to be stored around the boat launch and should be moved to the peninsula, which is the designated storage area.]

ALL UNITS STORED ON THE PENINSULA MUST BE REMOVED FIVE DAYS PRIOR TO PARK CLOSING EACH YEAR OR THE UNIT WILL BE REMOVED BY THE BOARD AT THE OWNER'S EXPENSE ALONG WITH A FINE OR PENALTY. MRAI WILL NOT BE RESPONSIBLE FOR DAMAGE INCURRED DURING THESE ACTIONS.

8. All units must have an airtight sewer connection per Minnesota law.

## B: LOT INFRASTRUCTURE

1. Lot lines are defined by individual lot drawings and marked with metal pins at each corner and other locations as needed to define each lot. The pins are not to be disturbed or removed without specific written approval of

the Board of Directors. Any pin accidentally disturbed during grading or other landscaping work or for any other reason is to be replaced only at the direction and with the supervision of the Board of Directors. No delineating structures, plantings, or stakes shall be placed on the lot lines. In the case of dispute, each party may submit their grievance to the Board of Directors for arbitration. In such a case, the decision of the board will be final.

2. Members leasing riverfront property shall have direct access to the water. Permission should be obtained from the owner to access, fish, etc.

3. Each lot shall have a minimum ten foot separation between the sewer and water supply riser pipes. Each riser shall extend four inches above ground elevation and the sewer riser must be provided with a screw cap fitting when site is unoccupied and during the off season. The Board of Directors will cause each lot to be inspected prior to any change in ownership for compliance with this paragraph. Any lot found to not have the required separation will be brought into compliance prior to the transfer of ownership. Achieving compliance with this

infrastructure requirement will be at the expense of MRAI as a part of the Operating Budget. The Board of Directors may approve transfers of lots not in compliance with this paragraph subject to the accomplishment of the required movement of the risers.

4. The Conditional Use Permit requires closure and inspection of all sewer connections prior to closing each year. To facilitate the inspection all sewer connections are to be located outside of any installed skirting. Any lot that has a sewer connection not in compliance with this paragraph as of the date of approval of this paragraph may remain in its current location until such time as ownership is changed or a new or replacement park model is set. The Board of Directors will cause each lot to be inspected prior to any change in ownership for compliance with this paragraph. Any lot found to not have the connection located outside the installed skirting will be brought into compliance prior to the transfer of ownership. Achieving compliance with this infrastructure requirement will be at the expense of MRAI as a part of the Operating Budget. The Board of Directors may approve transfers of lots not in compliance with this paragraph subject to the

accomplishment of the required movement of the sewer connection. Prior to replacing or setting a park model the owner shall notify the Board of Directors of their intention. The Board of Directors will take action as described above for a change of ownership.

## C: OCCUPANCY

1. Occupancy is from April 15 through October 15 each year. It is imperative that we comply with this Otsego mandate. The Conditional Use Permit (CUP), which allows operation of the park, is contingent on this regulation. Non-compliance could result in excessive penalties for M.R.A.I. or loss of the park operating-permit. Penalties will be passed on directly to the members responsible.

The following Off-Season Storage Plan shall be implemented and completed no later than 1 November of each year.

a. Occupancy of the recreational vehicle or unit sites within the floodplain shall not occur prior to the water level

dropping below 855 ' elevation in the spring of each year.

b. Red Zone – Below 857 feet elevation. Includes sites 131 – 135, 223, 323 – 330, 404 – 416. Only units licensed for highway use may occupy Red Zone sites. All RV's must be removed and stored on higher ground during the off season.

c. Yellow Zone – Between 857 and 858 feet elevation. Includes sites 125, 127 – 130, 219 – 222, 321 – 322 and 401 – 403. During the off season units may remain on site, all utilities disconnected, all blocking removed and units prepared for removal if necessary. Steel cables shall be attached to unit frames and secured to a tree over 6 inches in diameter or a heavy-duty ground anchor will be used. Cables shall have a simple way to be removed. Additionally, Yellow Zone sites 401, 402, 403 and 417 and adjacent common areas will not be accessible because of street flooding during a flooding event. Those sites and any unit stored on the adjacent common area must have a waiver of responsibility on file with MRAI.

d. White Zone – Above 858 in elevation. Includes all sites

not mentioned above. During the off season units will be disconnected from all utilities, may remain on blocks, but be prepared for removal in all other ways.

All sites must comply with the City of Otsego Floodplain Overlay District provisions for accessory structures and storage of material and equipment. Specifically, within the floodway (Red Zone) and floodway fringe (Yellow Zone) storage of materials that are in time of flooding buoyant, flammable, explosive or could be injurious to human, animal, or plant life is prohibited. Firewood, picnic tables, lawn furniture, etc. must be stowed in such a way that it cannot float away.

To ensure that the Conditional Use Permit conditions are fully complied with each unit will be inspected prior to closing. Units not in compliance, or appropriate arrangements made to ensure compliance before closing, will be brought into compliance at the owner's expense and penalties assessed as detailed in MRAI Rules and Regulations, Section C.

2. Members who do not comply with end of season rules

will be subject to the following penalties:

-\$200 PENALTY PLUS COSTS FOR MOVING/RETURNING UNITS TO THE RED FLOOD AREA - \$200 PENALTY PLUS COSTS FOR UNBLOCKING/RE-BLOCKING UNITS

-\$50 PENALTY PLUS COSTS FOR DISCONNECTION OF ELECTRIC, SEWER WITH THREADED CAP, AND TELEPHONE, WHERE APPLICABLE.

M.R.A.I. WILL NOT BE RESPONSIBLE FOR INTERIOR OR EXTERIOR DAMAGE INCURRED DURING THESE ACTIONS.

If a penalty is assessed, no electricity will be available for these lots until assessments are paid.

3. Trailers, motor homes, and park models in the red [flood] zone must remain ready to move at any time the river level reaches flood stage (854.7 ft). All units in the red zone must be removed by October 15 each year. All units must be vacated by October 15 and not reoccupied at any time when the water level exceeds 855-ft. elevation. Park models in the red zone are limited to those in place in 1997. All new units must be mobile.

4. Member owned items may be stored on designated common areas, as approved by the Board of Directors,



above 857 foot elevation. Such storage is limited to the off-season and must be removed within 30 days of the park opening date. Failure to timely remove stored items will result in a \$25.00 penalty plus actual costs incurred.

5. Within the Floodway, storage of materials that are buoyant, flammable, and explosive or could be injurious to human, animal or plant life is prohibited. Within the Flood Fringe, storage of materials that are in time of flooding flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited. (City of Otsego Floodplain Overlay District).

6. Notwithstanding CUP restrictions regarding maximum park operating dates and references to such dates contained elsewhere in these rules, the park shall open not earlier than April 15 and close not later than October 15 of each year. CUP restrictions must be completed prior to park closing.

## D. LOT IMPROVEMENT PERMIT

1. Before any type of construction, improvement, or renovation is begun, including, but not limited to, the following: pouring of concrete, driveway, entrance platform steps, screen houses, sheds, fences, cutting of trees, and any other permanent type construction approval must be obtained.

2. Improvements must adhere to Department of Natural Resources (DNR) and City of Otsego Conditional Use Permit (CUP) restrictions.

3. When requested, the maintenance committee will assist the member in determining the location of electrical, water and sewer lines. Any required locator services will be at the applicant's expense. Any damage to underground cables or lines will be the financial responsibility of the lessee.

4. Lot Improvement forms must be submitted and signed by the shareholder of the site.

A proxy member representative cannot submit a lot

improvement form for the shareholder. A letter signed by the shareholder, making the request for a lot improvement is acceptable.

5. The Rules Committee will review the application with regard to compliance with current MRAI rules and regulations. Their majority recommendation to approve or reject the permit, along with the rationale for their action, will be submitted for approval by two members of the Board of Directors in a timely manner. If the two members cannot agree the permit will be submitted to the entire Board for review. Final action will be by the Board of Directors.

6. Within these guidelines the Board of Directors will establish procedures for the handling of lot improvement permits.

7. Any member who proceeds with an improvement without an approved permit may be asked to remove any unapproved improvements. They could also be subject to a penalty as determined by the Board of Directors.

## E: DRIVEWAYS Lot Improvement Permit Required

1. No concrete or blacktop driveways are allowed.
2. Leveling slabs may not exceed the area covered by the trailer wheels, maximum size 5' x 6'.

## F. PATIO SLABS Lot Improvement Permit Required

1. Patio slabs must be adjacent to door side of trailer and not exceed a size of 10' x 21'. In some cases the placement may necessitate altering these dimensions, but in no case should the area exceed 210 square feet.
2. Slabs must be at ground level or slightly above, only so far as to allow adequate drainage.
3. No raised decks are permitted. (D.N.R.) Entrance platform steps are to be no more than 50 square feet. Entrance platforms must be portable.

## G. Screen Houses, Gazebos, and Patio Enclosures Lot Improvement Permit Required

1. Collapsible manufactured type screen houses or gazebos, with a maximum diameter of 15 feet (or 14 feet by 14 feet square) are allowed. Wood construction is not allowed.
2. Screen houses or gazebos should be placed on the lot with due consideration for the rights of privacy of the neighbors, interference with utilities, and in accordance with set-back requirements contained elsewhere in these Rules and Regulations. Removal of concrete or wood bases that interfere with underground utility access, if required, will be at the share-holders expense.
3. Screen houses or gazebos must be securely anchored. Screen houses or gazebos may be placed on poured concrete or wood base and floor. Alternatively, placement on patio stones or installation directly on the ground may be used, if such installation is approved by the manufacture.

4. In all cases each panel must be anchored in accordance with the manufacturer's instructions. A copy of the relevant mounting instructions must be submitted with the Lot Improvement Permit application.

5. If a wood base and floor is used, it must meet the following minimum standards: All wood will be green treated to ground contact specifications. Framing shall be 2" x 4", or larger lumber and on 16 inch centers with both ends doubled. Decking shall be ¾ inch green treated plywood. Fasteners shall be stainless steel or hot dipped galvanized. The base will be anchored to the ground near each corner (or equally spaced if a circular base is used) with four steel stakes (such as fence post) driven into the ground at least 18" and screwed to the frame.

6. Screen houses or gazebos must be maintained in a state of good repair and rust-free condition. Vinyl or fabric covers only may be used and must fit properly and be maintained in good condition. Roofs must be in place from June 1 to September 15 of each year. The Board of Directors may grant exemptions upon written request. Roofs must be removed in the off season.

7. Patio enclosures may be the commercially available type or site constructed to meet commercial standards. The enclosures must be temporary structures anchored in accordance with the manufacturer's instructions and constructed such that one wall is formed by the RV and must be easily detached from the RV. At least 50 % of each panel must be screened. Wood construction is not allowed. Roof material may be vinyl fabric or fiberglass corrugated sheets. Roofs must be in place from June 1 to September 15 of each year. The Board of Directors may grant exemptions upon written request. Metal, tarps or thatched type roofs are not allowed. Roofs must be removed in the off season.

8. Patio enclosures may be placed on the existing or newly poured concrete or patio stones or a combination thereof may be used as a floor. Patio enclosures may not be placed directly on the ground. Patio enclosures may not exceed 210 square feet.

9. Commercially available vinyl enclosures, temporary sun screens and wind block panels that are attached to an RV awning are allowed and do not require a Lot Improvement

Permit. Such enclosures must be maintained in a state of good repair.

#### H. STORAGE SHED AND PADS Lot Improvement Permit Required

1. Storage shed is not to exceed 8' x 10' and is limited to one per site. Sheds are to be of the commercial vinyl or metal type and must be anchored to a concrete slab or wood base, or one portable vinyl storage unit may be used if securely anchored.

2. Sheds or vinyl storage units should be placed on the lot with due consideration for the rights of privacy of the neighbors, interference with utilities, and in accordance with set-back requirements contained elsewhere in these Rules and Regulations. Concrete or wood bases that interfere with access to underground utilities, if access is required, will be at the share-holders expense.

3. If a wood base and floor is used, it must meet the following minimum standards: All wood will be green treated to ground contact specifications. Framing shall be



2" x 4", or larger lumber and on 16 inch centers with both ends doubled. Decking shall be ¾ inch green treated plywood. Fasteners shall be stainless steel or hot dipped galvanized. The base will be anchored near each corner with four steel stakes (such as fence post) driven into the ground at least 18" and screwed to the frame.

4. All sheds must be maintained in a state of good repair and rust-free condition.

5. In addition to the shed or storage unit described in paragraph 1, a single deck storage box or seat and storage box combination is allowed. A lot improvement permit is not required. The storage space must be accessed by lifting a lid or lids. Front opening doors are not allowed. The maximum box dimensions shall not exceed 65 inches in width, 30 inches in height and 30 inches in depth, and in no case shall the storage capacity exceed 150 gallons. The box must be located on the patio or adjacent to the RV or shed (if installed) and must comply with setback requirements in Section V of these Rules and Regulations. Boxes within the Red Zone must be removed from the lot for winter storage. Boxes within the Yellow and White zone

may remain on the lot for winter storage, provided they are securely anchored.

6. Grandfather provision: As of June 2, 2015, boxes located on lots 116, 130 and 310 that do not comply with the above criteria may remain in place until such time as the box requires replacement or the lot is transferred.

#### I. SIDEWALKS Lot Improvement Permit Required

1. Cement or blacktop sidewalks will not be approved. Where slabs or screen houses are in close proximity, stepping-stones may be used.

#### J. FIRE RINGS

1. All camp fires will be contained in a prescribed concrete or steel fire ring at least 10 feet from your neighbor's R.V. and well away from any propane tanks, trees and shrubs or any other place where it would not create a fire hazard. Fires should not be left unattended.

2. No grass clippings, leaves, or garbage are to be burned

in fire rings at any time.

## K. SIGNS

1. Three (3) inch reflective lot numbers are required on trailers, sheds, or posts and are to be visible to front and back of the lot for identification and emergency (911, fire, police.)
2. Except for "for sale/for rent" and identifying signs on individual lots, no other signs of any kind may be erected without prior approval of the Board of Directors.
3. In general, "For Sale/For Rent" signs are to be attached to the trailer or shed and be of a size not to exceed 20" x 24." No signs shall be attached to trees but you may use a stake in the ground.

## L. FENCES LOT IMPROVEMENT PERMIT REQUIRED

No fences or hedges are allowed between lot sites or along the roadside except in those rare cases where road traffic tends to infringe on lot sites.

## M. TREES, SHRUBS, PLANTS Prior Approval Necessary

1. The Board of Directors will set guidelines for the cutting of shrubbery on the common area and cutting or trimming of trees on individual lots or the common areas.

2. All landscaping, including gravel or fill dirt, must have prior approval by the Board of Directors due to underground utility cables and wires and adherence to Department of Natural Resources (D.N.R) and City of Otsego restrictions. All landscaping becomes the property of the association.

3. Members are responsible for routine maintenance and care of shrubs and plants on their lots. M.R.A.I. is responsible for care and cutting of plants and trees in the park.

4. Plantings along lot lines must be far enough apart to allow free movement of air between lots. Any such plantings must be placed far enough inside lot lines that subsequent growth will not infringe on neighboring lots. For flowers and small shrubs, 18 inches will be used as a "rule of thumb" when approving Lot Improvement Permits.

5. Trimming of trees on individual lots must be pre-approved and/or supervised by the board or their representatives.

6. If in cutting a tree on your own lot, you should damage your neighbor's property, you may be held liable. Check with your insurance agent. If actual damage occurs or if there is a possibility of tree root damage to structures on shareholders' lots, any costs would be the individual shareholder's responsibility. Shareholders need to consider the location of patios, screen houses, sheds etc. in relationship to the position of trees. Root pruning by the shareholder could be a method for avoiding damage.

7. The trees are park property; therefore, M.R.A.I. is

responsible for the care, maintenance and felling of all trees. All wood must remain in the park. If a tree is cut on an individual lot, the member identified with that lot has first choice of the wood. They may use it on their own lot, give to other members, or give it for common area use. Exception: cutting of trees on their individual lots requested by a member must be pre-approved and will be the financial responsibility of that member.

## N. GARBAGE

1. Wrapped garbage, newspapers, and cardboard must be placed in the centrally located refuse containers. Please flatten all cardboard boxes or cartons before placing in waste containers.

2. Leaves, grass clippings, and all other yard waste must be hauled to the compost/burn pile on the peninsula. Plastic bags must be emptied.

3. No leaves, grass clippings, or other yard waste can be put in the refuse containers.

4. Absolutely no waste of any kind, or leaves, or grass clippings will be burned on individual lots or dumped in the river at any time.

5. Disposal of appliances, such as stoves, hot water heaters, refrigerators, mattresses, lawn mowers, discarded sheds etc. shall be the responsibility of the owner and may not be stored on individual lots or M.R.A.I. common areas including the peninsula area. Costs of removal plus penalty may be assessed owner.

## O. GUESTS

Guests, for the purpose of this document, are members of shareholder's family or invited guests.

1. A second RV may be placed on your lot for up to seven (7) days without approval from the Board of Directors. RVs may not be parked on the roadway at any time. RV shall mean and refer to modern travel trailers, motor homes, and other similar types of full hookup vehicles. If your guest parks overnight, make the caretaker aware of the

additional unit on your lot.

2. Guests, especially those who are using common areas and/or recreational equipment should be fully aware of the rules in that regard. Guests who are in the park for a prolonged period should be given a copy of the park/pool rules by the host member who will be held responsible for the guest's actions and compliance with M.R.A.I. rules. Members are responsible for the conduct of their guests.

3. All guests, who are in residence overnight, must have a Guest Temporary Occupant Form on file with the caretaker/work camper as required by MN State Law, for safety and security reasons and in order not to restrict access to the lot, RV, pool, etc. Without identification, individuals may be challenged and/or asked to leave the park. Guest Temporary Occupant forms are available in the marked container which is on lot 100, near the caretaker/work camper's trailer. The form must be completed and returned to the container before staying overnight.

4. No parking or driving is allowed on other member's lots,



whether occupied or unoccupied, without the permission of the owner.

5. Vehicles of guests should park on member's lots or a neighbor's lot, if mutually agreed upon by both parties. Temporary parking is allowed on the following common areas: In the ditch along Huck Finn Blvd. (along Highway 101 road), around the clubhouse, and north of the south bath house extending north to lot 228. Guest parking may be overnight. Vehicles cannot block the flow of traffic. Crossing of lots by vehicle or on foot is not allowed without owner permission.

#### P. VEHICLES -INCLUDING MOTOR BIKES, GOLF CARTS, BOATS & UTILITY TRAILERS.

1. The speed limit is 5 miles per hour for the safety of everyone. This includes automobiles, motor bikes, and golf carts. No driving is allowed on or across other member's lots, whether occupied or unoccupied, without the owner's

permission. All vehicles must be parked on individual lots. Motor bikes may be used in the park and will be subject to the same restrictions as golf carts: drive on the roadways, drive 5 miles an hour and be equipped with operating lights if used after dark.

2. One boat and trailer may be parked on individual lots when used once a week, otherwise they are to be stored on the peninsula area. Peninsula storage is for members (Revised August 2017 -15-) use only. All stored vehicles must have current licenses. Boats need to have the lot numbers on them. Boats are not to be stored around the boat launch and should be moved to the peninsula, which is the designated storage area. Members and renters may keep 2 kayaks or 1 canoe on individual lots.

3. Parking of three (3) vehicles per lot, one of which may be a trailered boat is acceptable, if in compliance with Section P, paragraph 2. The three vehicles do not include golf carts.

4. Vehicles shall be placed on the lot with due consideration for the rights of privacy, view, and comfort

of the neighbors.

5. All motorized and/or electric vehicles must be operated by licensed drivers only.

6. All motorized and/or electric vehicles must be equipped with lights to drive after dusk. Golf carts shall have one headlight and rear tail-lights; bicycles must have one headlight and rear reflector. Golf carts must have the shareholder's lot number in a prominent spot on the back of the cart in 3 (three) inch high reflective numbers .

7. All trailers, autos, trucks, boats, motor homes, park trailers shall have a current license at all times.

8. No semi-tractors shall be parked within the park.

9. No commercial trucks shall be placed on individual lots or within the park unless they are the owner's only means of transportation or with approval of the Board of Directors.

10. No parking or storage of trailers on individual lots. This

includes but is not limited to utility trailers, boat trailers, snowmobile trailers, Jet Ski trailers, car dollies etc. There is one exception to this. It is permissible to park a utility trailer on individual lots for one week in the spring and one week in the fall for the purposes of unloading and loading. (Peninsula area is designated for shareholder parking or storage). For boats used on a regular basis, refer to Article P.Vehicles, #2.

## Q. CHILDREN

1. Members, guests, and renters who have children in their party are accountable for their conduct at all times when they are within the park.

2. Anyone misusing, defacing or damaging property or equipment can be restricted from use of park facilities at

the discretion of the Board of Directors. Parents or individuals responsible for minor children will be held financially responsible for damages. In the case of renters or guests, the host member will be held responsible.

## R. PETS

1. Pets are limited to two (2) per lot, i.e., 2 dogs, or 2 cats, or 1 dog & 1 cat.
2. Dogs and cats must be leashed and have all required shots at all times outside the RV.
3. The pet exercise area is the grassy area along the highway wall or on your own lot. Please do not cross your neighbor's lot or the common areas to get to the exercise area.
4. Clean up after your pets whether the waste is on your lot, the common area, the roadway en route to the exercise area, or in the exercise area. You must carry equipment to clean up after your pet and dump the waste in the

dumpsters.

5. Pets are not permitted in the pool area or the playground areas.

6. Excessive barking of dogs in or out of your RV will not be tolerated. If barking becomes a nuisance, you may be asked to remove your dog from the park

S. POOL - POOL HOURS 10:00 AM -SUNSET (as listed in the local newspaper) Hours subject to change at board discretion.

1. Members, renters and invited guests are allowed to use the pool. Gates must be kept closed at all times (State of Minnesota Rule).

2. All children, 14 years and younger, must be accompanied by an adult. An adult is considered to be someone who is 18 years of age and older.

3. Children who wear diapers must wear swim-approved diapers when in the pool.

4. Because of filtration requirements, regulation swimwear and cover-ups made of synthetic material only are allowed in the pool. No cut-offs, T-shirts, or street wear allowed in the pool.

#### 5. SHOWER BEFORE ENTERING THE POOL

6. No smoking allowed in the pool area.

7. No food is allowed in the pool area. Beverages in plastic or cans only. Dispose of empty containers in the marked containers.

8. Toys, noodles, water wings and life jackets are allowed in the pool.

9. No running, diving, unnecessary noise or cannon balling allowed in or around the pool. Be courteous.

10. No pets allowed in the pool enclosure.

11. Any problems with the operation of the pool (temperature, repairs, etc.) should be reported to the

caretaker. Do not try to fix them yourself.

12. The Board of Directors or their representatives reserve the right to deny the use of the pool to anyone at any time.

## T. MISCELLANEOUS

1. Clotheslines are not permitted. RV attached racks or temporary drying racks in the patio area are permitted for swimwear and swim towels or occasional delicate "drip-dry only" items. Personal or intimate garments should not be dried in public view. Laundry facilities are available for your use.

2. Quiet time in the park is from 10:00 PM -8:00 AM. Clubhouse, laundry and restrooms will be assessable by key pad combination locks.

3. Clubhouse, including bathrooms, laundry area, and upstairs, and south bathrooms are "No Smoking" areas.

4. Clubhouse reservations for private parties are limited to



members.

5. Pets are allowed in the laundry area of the clubhouse during violent weather conditions only.

6. Individuals who are seen violating these rules should be respectfully reminded of the park rules. Renters, guests, or children should be asked where they are staying and the member at that site will be held responsible. If parties are unwilling to comply, the party may be asked to leave the park and if they resist, law enforcement officers may be called.

7. Members are responsible for keeping their lots clean of leaves, papers, debris and clutter of any kind. Lawns must be mowed and kept neat and gravel areas free of weeds. When the member is absent, the trailer removed, or lot rented, arrangements must be made to keep the lot mowed and trimmed weekly, or as necessary. An 8-inch limit has been set for the grass. There will be a 48-hour time limit for cleanup of lot following notification by the Board of Directors. If not complied with, a charge of \$50 for clean-up of the lot, \$100 for subsequent violations, will be assessed to the shareholder. If payment is not received

within ten (10) days of penalty notice, late charges will accrue. If not paid before April 1, electricity will be suspended until paid in full.

8. Each member shall be required to supply current winter address, email address and phone number to the treasurer as soon as available including any changes of address as they occur along with an emergency contact.

Assessments and notices of record will be sent to the last recorded address. Penalties will not be waived because the treasurer is unaware of a member's address change.

9. Propane tanks are limited to 100 lb. in addition to the tanks on the RV. All tanks shall be of approved type and inspected in accordance with Minnesota and federal law.

10. Prepayment is required before propane tanks will be filled. Checks should be deposited in the drop box located at the caretaker site and the tank left at the propane dispenser. Each tank shall be marked with the owner's lot number. Your check is your receipt. If you prefer to pay cash, please pay the caretaker in advance. The caretaker will give you a receipt if you are paying with cash.

## U. RENTERS

For the purposes of this document, a "renter" shall be the occupant(s) of a lot who have negotiated an agreement sub-leasing the lot, for a minimum of 30 days from the member.

1. The member shall be responsible for ensuring that all renters complete a Temporary Occupant Information form and are given a copy of the current renter's rules and regulations pertaining to the occupancy of a lot.

Temporary Occupant Information forms and copies of the rules and regulations for renters are available at the Clubhouse.

2. The member shall be responsible for ensuring that a copy of each signed Temporary Occupant Information form is given to the transfer agent within 48 hours of rental.

3. The member shall be held responsible for any non-compliance with M.R.A.I. rules during the renter's stay.

4. The member will be held financially responsible for any damage to M.R.A.I. property or equipment by their renter(s) or renter's guests during the rental stay.

5. The member is responsible for the maintenance of their lot anytime they are not in residence on the lot.

6. If the member whose lot is being rented is not living in the park during the rental period, the member shall designate, in writing, a proxy member representative, who is living in the park. The proxy member representative shall be the responsible liaison in the member's absence. The document must be signed by both parties to be valid and given to the M.R.A.I. secretary or his/her designate.

7. Renters are not allowed to store any items on park community property over the winter. Only the property of shareholders is allowed to be stored on park community property over the winter.

## V. SETBACKS

1. All Recreational Vehicles (RV) and associated accessory structures (shed, screen room, etc.) shall be considered as a group and each group shall be separated from any other RV and accessory structures group by a minimum of ten feet. See Section 4630.0400 of the Minnesota Administrative Rules.

2. The RV shall be placed on the lot adjacent to the utility pole and generally in line abreast with neighboring vehicles.

3. Accessory structures shall be placed on the lot so that there is a minimum of ten feet separation from any adjacent RV and accessory structure group. To achieve this requirement the accessory structure shall be placed not closer than the following minimum distances from the lot lines. As viewed from above, the left side of any lot is the side with the utility pole.

Any street ..... 3 feet

Rear, if another lot (regardless of ownership).... 5 feet

Right side of lot ..... 10 feet

4. Grandfather provision: Any structure not in compliance with paragraph 3 above as of July 1, 2010, may remain in place until such time as a transfer of the lot occurs, providing that the offending structure is:

1) located such that it can be considered as part of a neighboring group or there is ten feet clearance from any neighboring group and,

2) a minimum of ten feet clearance exists between the structure and its associated RV group.

Structures not in compliance with paragraph 3 above and not meeting the two requirements of this paragraph, may remain in place until October 15, 2011. By that date structures not meeting the requirements of this paragraph must be moved to come into compliance with paragraph 3 or 4 of this rule. Structures meeting the requirements of paragraph 4 may remain until a transfer of the lot occurs, at which time all structures must be in compliance with paragraph 3 above.

5. Notwithstanding any other rule in these Rules and Regulations, any concrete pad remaining after a structure is relocated in compliance with this rule may remain in place if so desired by the owner. Such pads will not be considered as part of, or count against, any allowance for concrete allowed elsewhere in these Rules and Regulations.

6. The Board of Directors shall make the final determination as to set backs and certify compliance with this section prior to transfer of any share. The Board of Directors, by a vote of two-thirds of all the members, may allow adjustments to the setback required measurements specified in paragraph 3 above in cases where such adjustments will not impact adjacent lots, for example lots located adjacent to common areas. In no case shall an adjustment be granted that would allow less than ten feet of separation between adjacent RV groups. The use of suitable concrete patio blocks for partial floor adjustment to accommodate moving structures to come into compliance with Paragraph 4 requirements may be approved by the Board of Directors.