

## **Introduction to Rules and Regulations**

The character of the Mississippi Riverwood Cooperative Park, which sits on the bank of the Mississippi River, is pleasing to most who see it. It is 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, 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.

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

The Board of Directors may impose fines or penalties and terminate an owner's lease/membership at any time for conduct deemed detrimental to the well-being of the park or for non-payment of annual dues, assessments, charges, penalties, or other financial obligations as set forth in 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 rules may result in fines or penalties and, in some cases, termination of the owner's lease/membership. The Board of Directors will set the final actions.

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## A. OCCUPANCY RESTRICTIONS

1. **Authority to Operate.** Mississippi Riverwood is licensed by the State of Minnesota as a Recreational Camping Area restricted to Recreational Vehicles (RVs) and operates under a Conditional Use Permit (CUP) issued by the City of Otsego September 25, 1997. It is further restricted by the Conditions, Easements and Restrictions (CE&R), recorded on the property deed, to occupancy by one self-contained RV per site only. Specifically, tents, tent trailers, truck mounted campers, mobile homes and converted buses are not allowed. (CE&R Article VI, paragraph (2))
2. **Allowed Recreational Vehicles** includes Motor Homes, Travel Trailers, 5<sup>th</sup> Wheel Trailers, Park Models, Park Trailers, (also known as Destination Trailers), and Tiny Houses.
  - a. **A Motor Home, Travel Trailer, and 5<sup>th</sup> Wheel Trailer** is defined as a vehicle licensed for highway travel which was 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 freshwater storage tank, washing and bathing facilities, and a permanently installed wastewater holding tank with a connection for external wastewater disposal.
    6. A separate 110-125 volts electrical power system.
    7. Appropriate window coverings
  - b. **A Park Model, Destination Trailer, Park Trailer, or Tiny House** is defined as a vehicle that is designed and built to provide temporary living quarters and contains permanently installed, life-support systems that provide the following facilities. (Not have more than 400 square feet of living area when set up on the site per MN statute 168.0 subdivision 23 Park Trailers.)
    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 equipped with a connection for external wastewater disposal.
6. A 110-125 volts electrical power system
7. Appropriate window coverings

**c. All RVs shall meet the following requirements.**

1. Rust-free, not in need of exterior painting, repair, or cleaning.
- 2 No broken windows.
- 3 Have current licenses and or permits displayed.
4. Must always remain mobile. Tires, hitches, jacks, etc., cannot be removed.

**3. RV Placement on the Lot.** All RVs shall be parked adjacent to the patio and electric utility pole in accordance with the setback requirements contained elsewhere in these Rules and Regulations.

**4. 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.

## **B. Site Occupancy**

### **1. Quiet Hours**

- a. Quiet time in the park is from 10:00 PM - 8:00 AM.

### **2. Occupancy**

- a. Occupancy is from April 15 through October 15 each year, **river level and weather permitting.**
- b. The Off-Season Storage Plan (*Procedure # not assigned yet*) shall be implemented and completed no later than 1 November of each year.
- c. Each member shall be required to supply their 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.

- d. **Occupancy of the recreational vehicle or lots within the floodplain shall not occur prior to the water level dropping below 855 feet elevation in the spring of each year.**

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

**Yellow Zone – Between 857 and 858 feet elevation.** Includes lots 125, 127 – 130, 219 – 222, 321 – 322 and 401 – 403. **During the off-season units may remain on lot, 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 lots and any unit stored on the adjacent common area must have a waiver of responsibility on file with MRAI.** (Off Season Storage Waver Policy 01-015)

**White Zone – Above 858 feet in elevation.** Includes all lots 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.

- e. All lots 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.
- f. 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. **MRAI WILL NOT BE RESPONSIBLE FOR DAMAGE INCURRED DURING THESE ACTIONS.**
- g. Owners who do not comply with end-of-season rules will be subject to penalties per Policy # (*not assigned yet*). If a penalty is assessed, no electricity will be available for these lots until assessments are paid.
- h. Recreational vehicles in the **red [flood] zone** must remain **ready to move at any time the river level reaches flood stage (854.7 feet)**. 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-foot elevation.

- i. Owners' 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 be subject to penalties per Policy # *(not assigned yet)*.
- j. A member who has submitted a completed and signed Membership Application, along with a check for Transfer Fee and for whom an approved Background Check form has been received, may ask the Transfer Agent to allow the applicant buyer, without any rent or other compensation, to occupy the lot for up to 40 days while waiting for the Board of Directors (BOD) to meet and approve or reject the application. If the BOD rejects the application the applicant will immediately vacate the lot. “

### 3. Guests

**Definition** For the purpose of this section a guest is a person or persons, that is welcomed by an owner for the purpose of social visiting who is: 1) not an authorized occupant of the site, 2) intends to remain at least over-night, and 3) does not pay for the privilege of staying. All guests must complete and return the Guest Occupant Form in the drop box provided.

- a. **Guest with RV sharing lot with owner (Both Eligible and NOT Eligible to Rent):** A second RV, pick-up camper, pop-up camper, or a free-standing tent may be placed on an owner's lot for up to fourteen days (14) without approval from the Board of Directors. The RV must be placed to meet all setback requirements.
- b. **Guest staying in owner's RV while accompanied by lot owner (Eligible and NOT Eligible to Rent):** There are no stay limits for a guest who shares the same RV with the lot owner. The lot owner is required to remain in residence in the park during the guest's stay. A Guest Occupancy Form must be completed.
- c. **Guest staying in owner's RV unaccompanied by lot owner (Eligible to Rent):** An owner may allow an unaccompanied guest to stay on their lot for up to thirty (30), consecutive days. After thirty (30) days a Temporary Occupancy Form must be completed, and the owner must assign a proxy to the lot.
- d. **Guest staying on an owner's vacant lot (Eligible to Rent):** There are no stay limits for a guest who occupies a qualifying RV on an owner's lot eligible to be rented. However, after thirty (30) consecutive days a Temporary Occupancy Form must be completed, and the owner must assign a proxy to the lot if required. `

- e. **Guest staying on owner's vacant lot or in owner's vacant RV (NOT Eligible to Rent):** A guest occupying a qualifying RV on an owner that is NOT eligible to be rented is limited to a fourteen (14) consecutive day stay on the lot in any sixty (60) day period beginning the day of arrival. If additional time is wanted, the host owner (not the proxy) shall ask the Board of Directors in writing for an exception to the rule per paragraph (i) of this section.
- f. **The host owner** is required to ensure a Guest Temporary Occupant form is completed before any guest overnight stay; this is required by Minnesota State Statute. Forms are available at the Caretakers' lot (Lot #100) in the marked container. Complete the form and place it in the drop box provided.
- g. **Owners are responsible** for ensuring their guest understands both the rules of the campground and pool. Owners are responsible for the conduct of their guests and for any and all damage to campground equipment, rules violations and monetary penalties assessed. The owner is responsible for maintenance of the lot.

**MRAI Board of Directors reserves the right to ask any guest to leave the park for rules violations or damage to equipment as well as possibly restricting future entry into the park.**

- h. **Vehicles of guests** should park on the owner's lot whenever possible. The park provides **no long-term** temporary parking. 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. **If the vehicle of a guest is using the temporary parking for more than four (4) days, it should be noted on Guest Occupant form.**
- i. **Deviations from Guest Rules: Deviations from the guest rules may be approved by the Board of Directors by a majority vote of the full Board.** Make your request in writing on the MRAI Guest Extension Form prior to or in person at the monthly Board of Directors meeting (well in advance of making any commitment to your guest). The form is located in the Clubhouse hanging file folder rack.

#### **4. Renters**

For the purposes of this section, a "**Renter**" is the occupant of a lot who has negotiated an agreement sub-leasing the lot, for a minimum of 30 days from the owner.

- a. The owner shall be responsible for ensuring that all renters complete a **Temporary Occupant Information** form and are given a copy of the **Mississippi Riverwood RV Park Rule Summary**. **Temporary Occupant Information forms and copies of the Mississippi Riverwood RV Park Rule Summary are available on the MRAI Website.**

- b. The owner shall be responsible for ensuring that a copy of each signed Temporary Occupant Information Form and background check reply is given to the Rental Agent, or his or her designee, before the renters enter the rental lot. Renters who rented in 2024 are grandfathered and do not need a background check.”
- c. Owners are responsible for ensuring their renter understands both the rules of the campground and pool. **Owners are responsible for the conduct of their renter and for any damage to campground equipment, rules violations and monetary penalties assessed.** MRAI Board of Directors reserves the right to ask any renter to leave the park for rules violations or damage to equipment as well as possibly restricting future entry into the park. The owner is responsible for maintenance of their lot.
- d. If the owner whose lot is being rented is not living in the park during the rental period, the owner shall designate, in writing, a proxy owner representative, who is living in the park. The proxy owner representative shall be the liaison responsible in the owner'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.
- e. **Renters are not allowed to store any items on park common property at any time.**

## 5. Children

- a. Owners, guests, and renters who have children in their party **are accountable for their conduct** at all times when they are within the park.
- b. Anyone misusing, defacing, or damaging property or equipment can be restricted from the 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 owner will be held responsible.**

## 6. Pets

- a. Pets are **limited to two (2) per lot**, i.e., 2 dogs, or 2 cats, or 1 dog & 1 cat.
- b. The pet exercise area is the grassy area along the Highway 101 wall or on your own lot. Please do not cross your neighbor's lot or the common areas to get to the exercise area.
- c. **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.
- d. Pets are not permitted in the pool area, campground buildings, or playground areas. An exception to this rule is during a severe weather event pets are allowed in the clubhouse laundry room.



- e. **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.
- f. Pets **must be leashed or in an enclosure** and have all required shots.
- g. A pet enclosure may be used on an owner's lot. A dog may be in the enclosure without a leash but must be leashed or carried going to and from the RV, as needed.
- h. A pet enclosure must be commercially manufactured, no more than 100 sq ft, with a maximum of 4 ft height, and **must meet all current setback requirements.** It must be kept in a sanitary condition. The enclosure may have a sunscreen or fabric shade to provide shade or prevent the escape of pet. It also must be removed at the end of the season, or when not in use for 30 days or more.
- i. A **responsible individual MUST be within close proximity, outside the RV,** of any pet while they are in the enclosure. No pet may be left in the enclosure when an owner/responsible individual has left the lot.
- j. A lot Improvement Form is **NOT** required to add a pet enclosure.

## **7. VEHICLES -INCLUDING MOTOR BIKES, BICYCLES, GOLF CARTS, BOATS & UTILITY TRAILERS**

- a. The speed limit is 5 miles per hour. This includes automobiles, motor bikes, bicycles and golf carts. No driving is allowed on or across other owners' lots, whether occupied or unoccupied, without the owner's permission.
- b. 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 owners use only.** Boats are not to be stored around the boat launch. 2 kayaks or 1 canoe may be kept on individual lots.
- c. Parking of three (3) vehicles per lot, one of which may be a trailered boat, is acceptable **space permitting.** The three vehicles do not include golf carts.
- d. All motorized and/or electric vehicles must be operated by licensed drivers only.
- e. All motorized and/or electric vehicles must be equipped with lights to drive after sunset. Golf carts shall have one headlight and rear taillights; bicycles must have one headlight and rear reflector. Golf carts must have the owner's lot number in a prominent spot on the back of the cart in 3 (three) inch high reflective numbers.
- f. All trailers, autos, trucks, motor bikes, boats, motor homes, park trailers shall have a current license at all times.
- i. No semi-tractors shall be parked within the park.

- j. **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 the approval of the Board of Directors.** [Definition of a commercial vehicle: Vehicles with manufacturers rating over one ton designed/used in commerce to transport passengers/property or trade tools. Or any size vehicle that is used in the transportation of hazardous materials and required to be placarded.]
- k. **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. (The peninsula area is designated for owner parking or storage).

## C. LOT INFRASTRUCTURE

### 1. SETBACK REQUIREMENTS

- a. **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.
- b. The RV shall be placed on the lot adjacent to the electric utility pole and generally in line abreast with neighboring RVs. Patio slabs must be adjacent to the door side of the RV.
- c. 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 electric utility pole.
  - Any Street... 3 feet
  - Rear, if another lot (regardless of ownership)... 5 feet
  - Right side of lot... 10 feet
- d. **Grandfather provision:** Any structure not in compliance with setback requirements 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 both:

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

2. When transfer of any lot occurs, all structures must be in compliance of all setback requirements.

4. Any concrete pad remaining after a structure is relocated to be in compliance with this rule may remain in place. Such pads will not be considered as part of, or count against, any allowance for concrete allowed elsewhere in these Rules and Regulations.

5. The Board of Directors shall make the final determination as to setbacks and certify compliance with this section prior to the transfer of any lot. The Board of Directors, by a vote of two-thirds of all the members, may allow adjustments to the setback measurements specified in paragraph 1 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 may be approved by the Board of Directors.

## **2. LOT BOUNDARIES/LINES**

- a. 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.
- b. Owners of riverfront property shall have direct access to the water, lot lines extend to the water's edge. Permission should be obtained from the owner to fish, etc.
- c. Each lot shall have a minimum of 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 the 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 transfer of lots not in compliance with this paragraph subject to the accomplishment of the required movement of the risers

- d. **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 up 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.

### **3. LOT IMPROVEMENT PERMITS**

- a. 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, planting of trees, and any other permanent type of construction approval must be obtained. Improvements must adhere to Department of Natural Resources (DNR) and City of Otsego Conditional Use Permit (CUP) restrictions.
- b. When requested, the maintenance committee will assist the owner in determining the location of electrical, water, and sewer lines. If necessary, any required locator services will be at the owner's expense. Any damage to underground cables or lines will be the financial responsibility of the owner.
- c. Lot Improvement Permit must be submitted and signed by the owner of the lot. A proxy owner representative cannot sign a Lot Improvement Form for the owner. A letter signed by the owner, making the request for a lot improvement is acceptable.
- d. 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.

- e. Any owner 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.

#### **4. Driveways - Lot Improvement Permit Required**

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

#### **5. Patio Slabs – Lot Improvement Permit Required**

1. Patio slabs must be adjacent to the door side of the RV 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. Removal of concrete that interferes with underground utility access, if required, will be at the owner's expense.
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.

## 6. SCREEN HOUSES, GAZEBOS, PATIO ENCLOSURES – LOT IMPROVEMENT PERMIT REQUIRED

a. **Screen houses or gazebos** should be placed on the lot with due consideration for 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 owner's expense.

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 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 manufacturer.

3. 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.

4. 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  $\frac{3}{4}$  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.

5. Screen houses or gazebos must be maintained in a state of good repair. 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.**

b. **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, metal, or fiberglass corrugated sheets. Metal, tarps or thatched type roofs are not allowed. 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.**

1. **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.

c. **Commercially available vinyl enclosures, temporary sunscreens 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.

## **7. STORAGE SHEDS AND PADS – LOT IMPROVEMENT PERMIT REQUIRED**

a. 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.

b. Sheds should be placed on the lot with due consideration for 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 owner's expense.

c. 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  $\frac{3}{4}$  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

d. All sheds must be maintained in a state of good repair.

e. In addition to the shed or storage unit described in paragraph (a), 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 250 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 C, (1) 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.

- f. 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.

## **8. SIDEWALKS**

- a. Cement or blacktop sidewalks are not allowed. Stepping-stones may be used.

## **9. FIRE RINGS**

### **Fires must not be left unattended.**

- a. All campfires will be contained in a 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.
- b. No grass clippings, leaves, or garbage are to be burned in fire rings.

## **10. SIGNS**

- a. Three (3) inch reflective lot numbers are required on trailers, sheds, or utility posts and are to be visible to front and back of the lot for identification and emergency (911, fire, police.)
- b. 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.
- c. 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.

## **11. FENCES – LOT IMPROVEMENT PERMIT REQUIRED**

- a. 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.

## **12. CLOTHESLINES**

- a. 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.

## **13. TREES, SHRUBS, PLANTS –LOT IMPROVEMENT PERMIT REQUIRED**



**The Board of Directors** has set guidelines (Procedure 14-008) for the cutting of shrubbery on the common area and cutting or trimming of trees on individual lots or the common areas. M.R.A.I. is responsible for the care and cutting of plants and trees in the park. Owners are responsible for routine maintenance and care of shrubs and plants on their lots.

**a. PARK RESPONSIBILITY**

1. All landscaping, including gravel or fill dirt, must have a Lot Improvement Permit due to adherence to Department of Resources (D.N.R) and City of Otsego restrictions. **All landscaping becomes the property of the association.**

2. **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 owner identified with that lot has the first choice of the wood. They may use it on their own lot, give it to others in the park, or give it for common area use.

**b. OWNERS RESPONSIBILITY**

1. 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.

2. Trimming of trees on individual lots must be preapproved and/or supervised by the Board or their representatives (Procedure 14-008). The cutting of trees on their individual lots requested by an owner must be pre-approved and will be the financial responsibility of that owner. 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 owners' lots, any costs would be the individual owner's responsibility.

3. Owners need to consider the location of patios, screen houses, sheds, etc. in relationship to existing trees and structures.

**14. General Lot Maintenance**

a. Owners 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 owner is absent, the trailer removed, or the lot rented, arrangements must be made to keep the lot mowed and trimmed as necessary. An 8-inch limit has been set for

the grass. There will be a 48-hour time limit for the 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 owner. 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.

## **D. Community Regulations**

### **1. POOL**

- a. **Pool Hours** are 10:00 AM-SUNSET (as listed in the local newspaper). Pool may open early for scheduled events. Hours are subject to change at Board's discretion.
- b. **Authorized Users**, owners, registered renters, and invited guests are allowed to use the pool.
- c. **All children, under the age of 18, must be accompanied by an adult.**
- d. Children who wear diapers must wear swim-approved diapers when in the pool.
- e. Because of filtration requirements, only swimwear and cover-ups made of synthetic material are allowed in the pool. No cut-offs, T-shirts, or street wear are allowed in the pool.
- f. Pets are not allowed inside the pool enclosure.
- g. **Shower before entering the pool.**
- h. Smoking/vaping is not allowed in the pool area.
- i. **Food or snacks of any kind is not allowed in the pool area.** Beverages must be in plastic or cans only. Dispose of empty containers in the provided trash containers.
- j. Running, diving, unnecessary noise, or cannonballing is not allowed in or around the pool. Be courteous.
- k. Toys, noodles, water wings, and life jackets are allowed in the pool.
- l. The Board of Directors or their representatives reserve the right to deny the use of the pool to anyone at any time.

- m. Do not play on the safety rope, ladders, or handrails.
- n. The emergency equipment provided is to be used in case of an emergency only.
- o. Gates must be kept always closed. Propping open any gate or defeating the automatic closing and/or locking feature is prohibited.
- p. Any problems with the operation of the pool (temperature, repairs, etc.) should be reported to the caretaker at lot 100. Do not try to fix the problem yourself.

## 2. BUILDINGS

**The Clubhouse and South Bathhouse** are the park public buildings that are open to all owners and guests.

- a. Both buildings can be accessed by the pass-code combination locks on all outside doors. The door code is promulgated monthly on the lot electric bill.
- b. Smoking /vaping is prohibited in both buildings.
- c. Both buildings are designated severe weather shelters.
- d. Pets are not permitted in either building at any time, except that during severe weather events, pets are allowed in the Clubhouse laundry room.
- e. Owners are responsible for the actions and behavior of their guests at all times.
- f. **Clubhouse**, this building contains the Meeting Room, Lounge area, Laundry Room, Men and Women's bathrooms and showers, and an Exercise Room in the upstairs section.
- g. **Use of the Clubhouse for private events is a privilege of ownership and is reserved for owners only.** First come, first served, however, park-sponsored events have priority. The Board of Directors may restrict the use of the clubhouse as required.
  - 1. Owners may sign up for the room on the calendar posted in the meeting room. Indicate starting and ending times, including set up and clean up time.
  - 2. All decorations, food, drinks, and trash must be removed.
  - 3. The room, tables and chairs must be cleaned, and tables and chairs returned to their original arrangement.
  - 4. The key to the kitchen area may be obtained from the Caretaker on lot 100.

5. Reserving the clubhouse does not include exclusive use of the pool, laundry room or exercise room. The pool, laundry room, and exercise room will remain open.

**h. South Bathhouse.**

1. This building contains Men and Women bathrooms and showers.
2. The building is open from May 1 through September 30 of each year.

**3. PLAYGROUNDS**

Playgrounds are provided for the enjoyment of all.

- a. Owners are responsible for the behavior and safety of all their families and guests.**
- b. While Mississippi Riverwood Associates, Inc. makes every effort to provide safe, well-maintained facilities, the use of the playgrounds and mini golf facilities is at the personal risk of the users.
- c. Children must be properly supervised while using the equipment.**
- d. If you notice any equipment defect or safety hazard, play must be stopped and the Caretaker at lot 100 notified immediately.
- e. Misusing, defacing, or damaging park property or equipment can be restricted from further use of the facilities. Host owners will be held financially responsible for damage by their family and guests.

**4. STORAGE**

- a. Storage of personal property on common property is a privilege of ownership and is reserved for owners only.**
- b. The Peninsula Storage Area** is located near the front of the park and is the only area where travel & 5<sup>th</sup> wheel trailers, motorhomes, cars, trucks, boats and boat trailers, utility trailers, and other similar items may be stored on common property during the season.
  1. Owners wishing to store items must check in with the Storage Area Custodian for the assignment of a space prior to moving any item to the peninsula.
  2. The Custodian is appointed annually by the Board of Directors. A sign with the Custodian's name, lot number, and phone number will be posted in the storage area.
  3. Assignment of space will be made based on the type and size of item to be stored.

4. Assignments are on a first-come, first served basis and are for the current season only.
5. The custodian will maintain a chart showing the location of each space and the lot number of the user of each assigned space. If desired, an owner may place a reserved sign when absent from the space.
6. All stored items must display current licenses and the lot number of the owner.
7. Stored items must comply with condition and appearance restrictions applicable to the type of item as delineated elsewhere in these Rules & Regulations.
8. Owners assigned a space are responsible for mowing grass and weed control of that space, as stated in Section C-14-a.

**c. Storage on other Common Area Property.**

1. Storage of owner-owned property on common areas is prohibited except in the limited circumstances detailed below.
2. Off season storage is regulated by the Closing, Off Season Storage & Flood Emergency Policy and its associated Procedure. Specifically, off season storage is regulated in the attachment to the Plan entitled Off Season Storage Plan 01-015 which designates, among other things, the approved off-season storage areas. The pertinent part is summarized below.

The designated in-park winter storage areas for RV's, vehicles, and boats are on the west side of the westernmost access road from lot 101 to the gate, the area around the swimming pool, mini golf course, and clubhouse. Additionally, the common area high ground and road adjacent to lots 401 and 417 may be utilized provided the waiver requirements are met. (See Off-Season Storage Waiver Policy 01-015) Care must be taken in parking units to not block access in and out of the park

3. Owners may move items to winter storage thirty (30) days prior to the scheduled park closing date and they must be removed within thirty (30) days of the park opening.

**4. Non-owners may not store any item on park common property at any time.**

**5. TRASH & YARD WASTE**

Commercial waste containers are provided at each end of the park.

- a. **Dumpsters.** Only wrapped household garbage, newspapers, and flattened cardboard generated from within the park are to be placed in the refuse containers.
  - 1. **Waste generated outside the park is not to be dumped.**
  - 2. Liquid waste, including oil, oil filters, antifreeze, and other hazardous or flammable liquids are prohibited in the dumpsters.
  - 3. Leaves, grass clippings, dead plants, tree branches, and all other yard waste are prohibited in the dumpsters. All such waste is to be taken to the compost pile or the burn pit, as appropriate.
  - 4. **Appliances, Furniture, electronics, and other large items** are prohibited in dumpsters.
- b. **Compost Pile.** Only biodegradable material is to be placed in the compost pile. Concrete, bricks, lumber, and plastic are not allowed in the compost area. Plastic bags used to haul leaves to the compost pile must be emptied and disposed of in the dumpsters.
- c. **Burn Pile.** Tree branches and brush only are to be placed in the burn pile. Cardboard, OSB and particle board, treated lumber and other scrap lumber are not allowed. Nothing of a hazardous nature is to be disposed of in the burn pile. Oil, Gasoline, paint, varnish, and other similar substances are prohibited.
- d. **Scrap Metal.** Scrap metal may be left behind the dumpsters located at the front of the park for pickup by a scrap metal collection man. This rule is effective only so long as scrap metal services are available.

## **E. PENALTIES (APPENDIX H)**

### **1. Annual Assessments**

- a. Annual dues are payable on or before the first day of April without penalty. If unpaid, penalties will be assessed at the rate of \$25 on April 1, \$25 on May 1 and \$50 on Jun 1, with an additional \$100 per month thereafter until paid in full. Accounts that remain in arrears for more than 90 days will not have the electricity turned on in the spring. In addition, the Board may take necessary action to terminate the lease.

### **2. Utility Charges**

- a. **Due Dates.** Utility payments are due 15 days following the date of the invoice,
- b. **Late Payments.** If after 15 days, payment has not been received by the treasurer, a late fee of \$5 will be assessed with an additional \$5 per month penalty assessed for each

subsequent thirty-day period the account is delinquent. Assessments and utility charges will be due whether you are in the park regularly or not.

- c. **Delinquent Accounts.** Accounts that remain in arrears for more than 90 days will NOT have the power turn on April 1 of the following year.
- d. **Distribution of Utility Charges.** Owners will receive Utility Charges via e-mail.
- e. **Renters' receipt of Utility Charges.** It is the responsibility of the Owner to make arrangements for renters to get their monthly utility bills.

### 3. **Payment of Charges**

- a. Owners may pay assessments and utility charges by electronic payment or by check. Checks may be either placed in the Treasurer's box, [this box is located behind the counter in the large meeting room in the clubhouse] or mailed to M.R.A.I., PO Box 788, Elk River, MN, 55330.
- b. **Late payments.** Late Payments will be assessed as outlined above. Penalty assessments will continue to accrue through the winter months and, if not paid before April 1, electrical service will NOT be turned on for those lots.

- 4. **Sale of Lot and Assessments Due.** If a lot is sold, all dues, charges, and assessments are the responsibility of the seller and must be paid in full prior to the completion of the sale. Certificates will not be transferred until all dues, assessments, and charges are current.