

Lexington R.V. Resort
Rules and Regulations
Adopted September 14, 2014

1. Rules and Regulation Authority

- a. Pursuant to the authority granted to the Board of Directors in Article VI, Section 9, this document defines all of the Rules and Regulations of the Association. The Rules and Regulations in this document are in addition to the Michigan Condominium Act (“Act”), the Master Deed, the Bylaws, and any of their amendments.
 - i. Any Rule or Regulation in conflict with the Act, the Master Deed, the Bylaws, or any of their amendments shall be null and void.
- b. Any changes to these Rules and Regulations must be approved by a majority of the Directors at any regular or special meeting of the Board of Directors.
 - i. All changes to the Rules and Regulations must be published in the Resort Office and easily accessible to all Co-Owners no more than 7 days after the meeting in which they were enacted.
- c. The version of the Rules and Regulations approved by the Board of Directors and published in the Resort Office are the full and complete set of Rules and Regulations. No unwritten Rules or Regulations shall exist.
- d. Co-Owners are responsible for informing potential buyers of the Resort Rules before selling. The Resort Rules include the Act, the Master Deed, the Bylaws, or any of their amendments as well as the Rules and Regulations herein.

2. Board of Director Elections

- a. If there is a tie vote in the General Election balloting, the tie will be broken by a draw of cards by all tied candidates. The candidate drawing the highest card shall be deemed elected (aces are high).
 - i. In case of the same card value being drawn, the drawing of cards will continue until the tie is broken.
- b. Board of Directors Vacancy
 - i. If a position on the Board of Directors is vacated 90 days or more prior to the next General Election, the remaining Directors will fill the seat based on the candidate with the next highest votes earned in the previous General Election.
 1. If none of the candidates from the previous General Election accept the position, the Board will appoint a Co-Owner of their choosing to fill the seat.
 2. The appointment will stand only until the next General Election.
 - a. The candidate(s) earning the highest number of votes in the General Election shall fill the position(s) with the longest term length(s).

ii. If a position on the Board of Directors is vacated less than 90 days before the next General Election, the seat will remain vacant until the General Election.

1. The slate shall not be opened for additional candidates after the original deadline.
 - a. If there are not sufficient candidates to fill all available positions, the process identified for vacancies 90 days or more prior to the General Election will be followed.
2. The candidate(s) earning the highest number of votes in the General Election shall fill the position(s) with the longest term length(s).

3. General Membership Meetings

- a. Membership meetings will be held in the Clubhouse on the 3rd Saturday of each month between May and October at 10am.
- b. Cell phones, pagers, and all other electronic devices are to be shut off or muted during meeting.

4. Co-Owner Suggestions and Complaints

- a. Suggestions or complaints must be submitted in writing and signed by a Co-Owner or Co-Owners before the Board of Directors will entertain them.
 - i. Forms are available in the Resort Office.
 - ii. Forms may be submitted to the Resort Manager or put in the box in the Resort Office.

5. Annual Co-owner Assessment

- a. The annual budget and assessment shall be determined by the Board of Directors and announced to the Co-Owners at the General Membership Meeting in October of each year.
- b. The assessment amount will be due on November 1st of each year, however, each Co-Owner may choose to pay half of the annual assessment on November 1st, payable through November 31st, and the second half due on May 1st, payable through May 31st.
 - i. Co-Owners who have not paid the second half of their assessment by April 1st shall be mailed a letter reminding them of the balance due.
- c. The process for collecting past due assessment amounts shall be as follows:
 - i. One month after the due date, a past due notification will be mailed to the Co-Owner.
 - ii. Two months after the due date, the Co-Owner will be assessed a \$5 late charge and a \$20 fine. A second notification with the new balance due will be mailed to the Co-Owner.
 - iii. Three months after the due date, the Co-Owner will be assessed an additional \$5 late charge and an additional \$45 fine. A third notification including the new balance due will be mailed to the Co-Owner.

- iv. Four months after the due date, the Co-Owner will be assessed an additional \$5 late charge and an additional \$95 fine. A fourth notification including the new balance due will be mailed to the Co-Owner.
 - 1. The Co-Owner shall not be entitled to use any Common Elements (including but not limited to the pool, clubhouse, bath house, and storage area).
 - 2. Seven (7) days following the mailing of the fourth notification letter, the water and cable television service provided to the Co-Owner's unit by the Association will be discontinued.
 - 3. These privileges shall not be reinstated until the full past due amount including late charges and fines are paid.
- v. Each additional month after the fourth month that the assessment remains past due, an additional \$5 late charge and \$95 fine will be assessed.
- vi. A Lien will be placed on the Co-Owners property six months after the original due date. The lien shall be in the amount of the arrearage, plus all fines and late charges, plus an additional \$300.
- vii. After one year, the Association will proceed with the foreclosure process.

6. Resort Office

- a. The Board of Directors, Employees, and all Office Assistants may have keys to the Association Office and other Common Elements.
 - i. Keys distributed to volunteers and other people, other than for the Storage Lot, must be approved in writing by the Board of Directors.
 - ii. The Association Office will be re-keyed every year. Other locks and codes will be changed as deemed necessary by the Resort Manager.
- b. Any non-Employee laborer working for the Association, aside from Office Assistants, must be licensed and insured. A current copy of the insurance paperwork must be provided to the Resort Office prior to starting any work.
- c. All checks written for \$500 or greater must be signed by the Resort Manager and one member of the Board of Directors, or two members of the Board of Directors.
- d. The Vacuum Cleaner in the Resort Office is for use only in the Clubhouse and may not be used for any other purpose.

7. Common Elements

- a. All Common Elements are for use by Co-Owners, renters, their families and guests only. No door-to-door soliciting is allowed.
- b. Any Co-owner who has rented or leased their property and does not have an additional un-rented/leased property within the Resort shall not invite or allow any persons other than the Co-Owner themselves to use the Common Elements of the Resort.
- c. Quiet time is 11pm to 8am Sunday through Thursday and Midnight to 8am on Friday, Saturday, and holidays.

- d. There shall be no shooting of guns, bow and arrows, or other weapons with the Resort property.
- e. No roller blades, skates, or pets are allowed in any of the Resort's buildings.
- f. Trash will be picked up each morning at 10am. All trash must be placed in tied plastic bags on the side of the driveway - do not put trash on the grass.
 - i. Compost and items that will not fit in a tied plastic bag will not be picked up. Please utilize the burn pile and/or dumpster.
 - ii. Large items are not to left by the dumpster. Please take them to the landfill in Carsonville or ask the Resort Office if you need assistance.
- g. Clubhouse and Pavilion
 - i. Co-owners may reserve the Clubhouse and/or Pavilion. A refundable cleaning deposit of \$50 must also be paid in advance of the reservation.
 - 1. The Resort Manager will have the authority to accept or reject reservations at his/her sole discretion.
 - 2. The cleaning deposit will be returned if the facilities are cleaned to the Resort Manager's satisfaction at the completion of the reservation.
 - ii. Guests will be subject to all Rules and Regulations while visiting the Resort on behalf of the Co-Owner reserving the facility. The Co-Owner reserving the facility will be responsible for any damage caused by their guests.
 - iii. The exterior Clubhouse doors shall not be propped open.
- h. Pool
 - i. All children under sixteen years of age must be accompanied by an adult at all times. Children under four* are not allowed in the pool, including dangling in the pool.
 - 1. Swim diapers may not be worn in the pool. All children must be potty trained.
 - ii. Pool hours are 9am to 10pm daily, as weather permits.
 - iii. No glass containers may be brought into the pool area – no exceptions.
 - 1. Plastic and metal containers are acceptable.
 - iv. All pool furniture shall stay within the pool fence enclosure.
 - v. The Association reserves the right to restrict the use of the pool by visitors.
 - vi. Reserving tables and chairs is not allowed. One person in your party must be present at all times to reserve tables, chair or lounges. **
- i. Garage
 - i. The Garage as well as some equipment and tools, as determined by the Resort's Manager and Maintenance staff, may be used by Co-Owners.
 - 1. The Maintenance Staff shall maintain a list of the equipment and tools that are allowed to be used. Items not allowed to be used shall be secured in such a way that unauthorized persons cannot easily access them.
 - a. The old Yamaha golf cart and dump trailer(s) to be towed behind a golf cart may be used by Co-Owners.
 - 2. If a Co-Owner or their guest uses something and breaks it – they must pay for a replacement.

3. If a Co-Owner or guest uses the garage, they must leave it as they found it (i.e. clean).
4. If a Co-Owner leaves their own tools or equipment in the Garage, they are available to be used by any Co-Owner.
 - a. The Resort is not responsible or liable for inventorying, policing the use of, maintaining, or replacing any tools left in the Garage by Co-Owners. This is solely the Co-Owner's responsibility.

j. Storage Lot

- i. Each Co-Owner may request the use of one assigned space in the Resort's Storage Lot.
- ii. A current government issued title or registration for all item(s) being stored in the Storage Lot must be submitted to the Resort Office.
 1. Co-Owners have seven days from the time of space assignment or expiry of existing title or registration, to provide a current title or registration to the Resort Office.
 2. All items in the Storage Lot must be owned by the Co-Owner. The Storage Lot is not for use by family members, etc. The name on the title or registration shall serve as the sole proof of ownership.
 - iii. Any assigned space not occupied for more than 1 year may be reassigned to another Co-Owner. Co-Owners do not have right to any specific space in the Storage Lot.
 - iv. All items in the Storage Lot must be at least 5' from the fence.
- k. A burn pile is available for Co-Owner use in the back of the property, behind the Storage Lot.
 - i. Non-burnable items, such as mattresses, shall not be put in the burn pile.
- l. Camp fires, except self-contained propane pits, may only be lit in the designated areas to the north-west of the Clubhouse.
 - i. No camp fires are allowed on individual lots.
 - ii. Flames must be less than 3' high at all times.
 - iii. Before leaving the area, the Co-Owner starting the fire must ensure it is extinguished.

m. Parking

- i. Parking is restricted to driveways and defined parking areas throughout the Resort.
- ii. Parking directly in front of the Clubhouse (south side) is for those doing business in the Resort Office.
- iii. Pool users should utilize the parking west of the Clubhouse on Cambridge Lane.
- iv. Parking is not allowed in front of the Bathhouse.
- v. No parking is allowed on streets, lawns, common elements, or on another Co-Owner's property without their permission.
- vi. Vehicles may not be stored in visitor parking.

8. Motorized Transportation

- a. Motorized vehicles include all gas or electric powered cars, trucks, golf carts, mopeds, scooters, motorcycles or any other self-propelled 2 or 4 wheel device that a person can ride in or on.

- b. Motorcycles, snowmobiles, mini-bikes, ATVs and other noisy vehicles are only allowed gaining access as directly as possible to a unit or parking area.
- c. Operators of all motorized vehicles must have a valid driver's license or learning permit.
 - i. A \$25 fine may be assessed each time a Co-Owner allows an underage or unlicensed person to operate a motorized vehicle on Resort property.
- d. The speed limit shall be slow and reasonable, never in excess of 15 miles per hour.
- e. Motorized vehicles are not to be driven through lots or on the grass.
- f. Lights must be used while operating any motorized vehicles at night.
- g. Any motorized vehicle leaving the Resort property may be required to be street legal. Please check with the Lexington Police Department if you have any questions.

9. Rentals

- a. Co-Owners may rent their empty lot only through the Resort Office.
- b. Renters must bring their own unit, they may not rent the Co-Owner's unit (park model, motorhome, 5th wheel, travel trailer, etc.).
- c. Rental fees shall be \$45/day, \$275/week, \$1000/month or \$2500 for the season (May through October).
 - i. All non-seasonal rentals shall be subject to a one time per stay reservation fee of \$10.
 - ii. Seasonal renters may store their unit on the lot over the winter for a fee of \$350.
- d. The "Manager's House" may be rented by the Association for the following rental fee:
 - i. \$650 per month (May through October).
 - ii. \$350 winter storage fee (November through April).
- e. Current seasonal renters and renter of the Modular House will be given preference for rentals during the next season.

10. Pets

- a. Each Co-Owner is entitled to one (1) pet per unit without specific approval in writing by the Board of Directors.
 - i. Co-Owners not following this policy shall be given one notice to remove the unauthorized pet(s).
 - ii. Subsequent notices shall result in fines being levied against the Co-Owner. These fines shall be \$25 at the second notice, \$50 at the third notice, and \$100 at the fourth and subsequent notices thereafter.
 - 1. Fines will be levied no more than one time per week.
 - 2. The Association may place a lien on the Co-Owner's property for non-compliance and/or unpaid fines.
- b. All pets shall be registered with the Resort Manager within 24 hours of entering the premises.
- c. Guests of Co-Owners (other than immediate family members) may not bring any pets on Resort property.
- d. Pets are not allowed in any Resort building or the Pool area.
- e. All pets must be leashed and attended to by a responsible person while on the Common Elements.

- f. Pets are to be walked along the back access road and in the back field. Do not walk them on other Co-Owner's property. All pet messes are to be cleaned up immediately.
- g. Anyone injured by a pet shall immediately see medical attention.
- h. Co-Owners shall contact the police if:
 - i. A pet is being disruptive (barking continuously, etc.)
 - ii. A pet causes injury to someone.
- i. Co-Owners should contact the proper authorities to determine where pets are allowed outside Resort property (parks, beaches, etc.).

11. Co-Owner Property

- a. Each Co-Owner's lot is their private property. Do not walk through, drive through, or park on other Co-Owner's lots without their permission.
- b. Any work to be paid for by the Association must be arranged by the Resort Manager. If a Co-Owner hires someone to do work without going through the Resort Manager, even if that work is the Resort's responsibility, the Co-Owner will be responsible for all charges.
- c. There is a maximum of eight people allowed on any one lot. Co-Owners are responsible for the actions of their visitors including payment for damages due to reckless behavior or disregard of Rules and Regulations.
- d. All sewer hoses must be connected by a rubber 'doughnut' or other secure sewer connecting device. The discharge of any effluents on the ground is prohibited.
- e. Repairs or service of Boats and Motorized Vehicles are not allowed on any lot or Common Element. Minor repairs are allowed in the Storage Area.
- f. Co-Owners choosing to cut their own grass may do so, but they must cut their grass every week.
- g. Barbecue grills are allowed for cooking, but they must have legs and be put away when not in use.
- h. Camp fires, except self-contained propane pits, are not allowed on individual lots.

12. Property Improvements

- a. All improvements to Co-Owner property must be submitted and approved to the Improvement Committee prior to any work being done.
 - i. The Improvement Committee has authority to inspect the completed work to ensure the work is consistent with what was approval.
 - ii. Co-Owners may be required to correct the improvement work if it was not done according to the approval
 - iii. Fines may be levied if improvements are made without prior approval, or if completed work is not completed according to the approval and is not corrected within 30 days of notification by the Improvement Committee.
- b. Improvements shall be defined as any addition or modification to the Co-Owner's land or exterior structures, including painting of exterior walls.
 - i. Planting of shrubs and flowering plants in existing beds does not require approval.
- c. All contractors working on common property in the Resort must have workmen's compensation insurance. A list of contractors used by the Resort is available in the office.

- d. No structure may have a permanent footing. All structures must be sitting on ground or a cement slab.
- e. No structure, including addition(s), may be more than 400 square feet (calculated by measuring the exterior walls).
- f. All Structures (unit, shed, deck, etc.) must be set back at least 15' from road to allow for Co-Owner parking, and 5' from the side property lines of each lot
- g. Lot numbers must be painted on the center of the rightmost driveway slab of all lots. Lot numbers shall be in black paint with a white background.
- h. Large waste containers (carryalls, etc.) shall not be on a Co-Owner's lot for more than 72 hours.

13. Amended Park Rule 13

Campground Living

a). Per public health code Act 368 of 1978, Environmental Health Part 125 and Campground section 333.12501 the Board of Directors and its authority to make rules per Article VIII (8) of the Bylaws, has defined Temporary Campground Living as: During the four-month period of December, January, February and March owners must vacate the Lexington RV Resort for a total of forty (40) calendar days. The days need not be consecutive but must total 40 complete days in the aggregate.

“Vacate” is defined as securing the Owners unit, then exiting and not re-entering the entire RV Resort for an entire day.

b). On May 15 of each year, commencing with the 2018- 2019 winter season, any Owner or Co-owner who had previously failed to vacate the RV Resort for the winter, shall complete and deliver to the Park Manager a verification of compliance in the attached form. Failure to deliver such verification shall be deemed an admission that No Vacating occurred.

c). Each day any owner has failed to comply with Section a. above shall be deemed a separate violation of Park Rules and Bylaws and subject to the fine(s) provided in Article XX (3) (a-d), namely \$25 for 2 days, plus \$50 the 3rd day, plus \$100 each additional day. Lexington RV Resort will seek injunctive relief in a Court of Law to protect its Campground License, including expulsion per section 115 of the Michigan Condominium Act (MCL 559.215).

Modification Log

9/14/2014 – Adopted by the Board of Directors.

7/16/16 Rule 7.h.vi. was amended by the Board of Directors by motion at the Executive Board Meeting.

7/15/17 #13 approved by motion at the Resort Annual Meeting.

Rule 13 5/19/18 #13 Amended as recommended By Attorney Mark Davidson. Approved by Board on this date 5/19/18

7.h.1. Was modified to four years old at the September 19, 2017 Board of Directors meeting.