



HICKORY LAKE CAMPGROUND COOPERATIVE ASSOCIATION

RULES AND REGULATIONS

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1. Subleasing of Your Site

- a. Seasonal rentals (i.e. unit occupancy for the entire season that the campground is open) are the only type of rental period allowed (e.g. no daily, weekly or monthly stays) for subleases.
- b. There must be a signed sublease agreement between the member and the renter. A copy of the signed sublease agreement must be provided to and approved by the Board of Directors prior to the commencement of the lease.
- c. Prospective subtenants must submit a rental application to the Board of Directors and pass a background check, which is the equivalent of an application for membership. The cost of the background check is currently \$100. The Board of Directors reserves the right to adjust the cost of the background check. Should a subtenant wish to purchase a membership in the Association, the Board of Directors will use this background check as part of the application for membership for a period of one year from the date the background check is completed.
- d. Rate and length of the lease are set by the member, and payments shall be made directly to the member subleasing the site. However, no more than one sublease may be entered into for each site during any calendar year.
- e. Any individuals not named on the sublease are considered visitors and/or guests.
- f. A \$300 rental management fee is due to the Association for each site that is subleased. The management fee is due in full when the rental application and agreement are approved by the Board of Directors. Prospective subtenants may not occupy the site until paid. The fees are non-refundable.
- g. Members are fully responsible for making sure their subtenants and any guests know and understand the Rules and Regulations of the Cooperative.
- h. Subtenants are allowed to use the common elements, as well as the Association's lawn equipment and tools, so long as the subtenant executes a liability waiver.
- i. Subtenants must vacate the lot with their camping unit on the date their lease expires unless there is a signed and approved rental agreement with applicable fees paid in full to the Association for the following year's lease period.
- j. Failure to vacate the lot at the end of the lease period will result in a penalty assessed to the applicable member in the amount of \$25/day until the subtenants vacate or a rental agreement is approved and in place for the next year with applicable fees paid.

2. Guests

- a. Limit/Number of Guests
 - i. At any given time, a member or subtenant may not have more than 6 guests visiting them at the campground unless prior notification has been given to the Board of Directors and caretakers of the campground..

3. Shared Use of Your Site

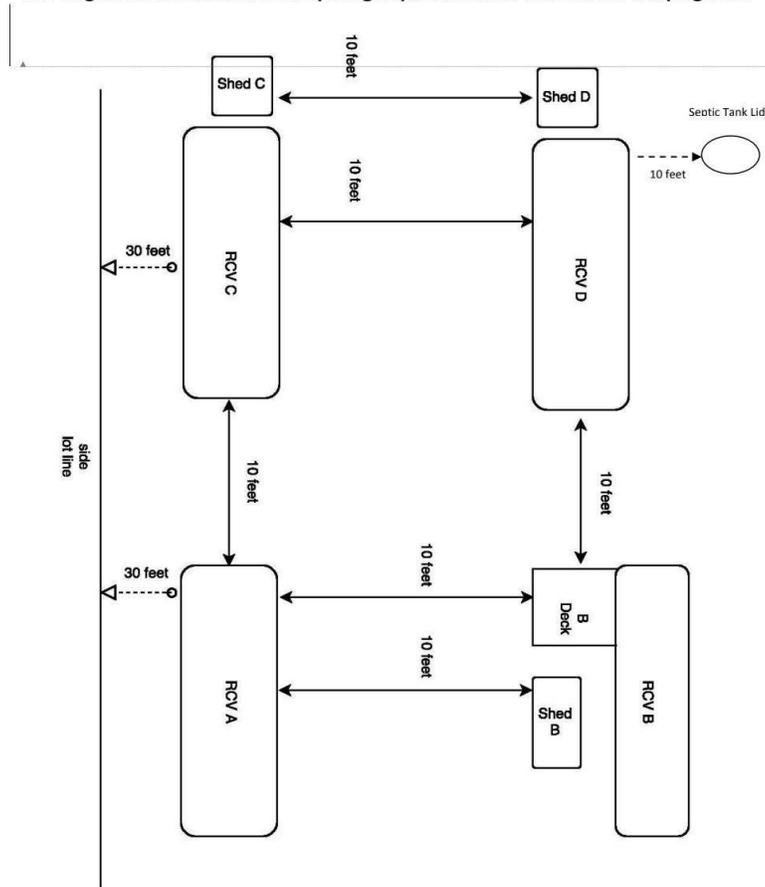
- a. Letting Others use your Site/Camper
 - i. If a member or subtenant would like for their visitors and/or guests to be able to use their unit (site) when they are not present the names of the visitors and/or guests need to be provided to, and approved by, the Board of Directors and provided to the caretakers of the campground prior to arrival.
 - ii. Those who allow visitors and/or guests to use their camper or unit are responsible for ensuring that their visitors and/or guests adhere to the rules of the campground.

4. Site Layout

- a. Per Aitkin County regulations, Recreational Camping Vehicles (RCVs) and other structures in Recreational Camping Areas (RCAs) must meet the following spacing requirements.:

Spacing diagram

The diagram below illustrates the spacing requirements for recreational camping areas



- i. Thirty feet between a recreational camping vehicle and the side lot lines of the RCA.
- ii. Recreational camping vehicles shall be separated from each other and from other structures by at least 10 feet.
- iii. Any accessory structure such as attached awnings, decks, car ports or individual storage facilities, shall, for the purpose of this separation requirement, be considered to be part of the recreational camping vehicle.
- iv. Fifty feet from any boundary line abutting upon a public street or highway.
- v. Each recreational campsite shall abut or face on a driveway, roadway or clear unoccupied space of not less than 14 feet for one way roads. That space must have unobstructed access to a public road.
- vi. Ten feet between any structure and a septic tank.
- vii. Twenty feet between any structure and a septic drainfield.

b. Setback from Roads

- i. All RCV's (this includes sheds, platforms, and decks) must be at least 10 feet from the edge of any roadway.
- ii. As of the time of adoption of this document, all units not in compliance with this setback are deemed to be grandfathered into compliance with the following terms and exceptions to apply:
 1. If the current placement of the RCV inhibits access to and from adjoining sites or interferes with normal right of way access, along the roadway(s), the member(s) causing the obstruction will be required to make room for access, up to and including changing the placement of their RCV.
 2. The HLCCA Board of Directors will take any and all action within its power to enforce right of way access to all roadway(s) and sites within the campground. including, but not limited to, charging fines and assessments to the offending member(s), and assisting with legal proceedings to enforce the right of way access.
 3. The expiration of this grandfathered exemption status will expire upon replacement of the RCV.

c. Setback from Adjacent Sites

- i. All RCV's (this includes sheds, platforms, and decks) must be at least 2 feet from the shared boundary line of an adjacent campsite.
 1. Where the shared boundary line of adjoining units is where camping units would be placed from each site, the shared boundary line set back is 5 feet.

- d. A Request for Lot Alterations will need to be submitted to the HLCCA Board of Directors and the Architectural Control Committee prior to the placement of a new RCV. Upon submission and advisement from the Board of Directors and the Architectural Control Committee, HLCCA Staff will uncover and mark lot pins to assist members in proper placement of the RCV.
- e. Adjoining Lots Owned by a Single Member
 - i. When two or more adjoining lots are held by a single member, the internal property lines are not subject to any setback guidelines. The external property lines remain subject to 4a and 4b above. The entire area of the two or more adjoining lots shall be treated as one lot for the purposes of setbacks, but each individual lot remains subject to all association dues assessed by the Association. Also, each individual lot continues to receive a single vote regardless of whether the member utilizes their adjoining lots as one larger single lot.

5. Site Landscaping

- a. Parking on the Site
 - i. One vehicle is allowed per site. All sites are to be laid out in such a way as to accommodate the parking of a vehicle on the site. Extra vehicles, boats, and boat trailers must be parked in the overflow parking area.
 - ii. Except between the months of October and April, no boats, snowmobiles, ATV's, trailers, or other motorized vehicles shall be parked on any unit for a period in excess of two hours. These items shall be parked or stored or parked in the overflow parking area.
- b. Decks
 - i. The maximum deck size is 325 square feet. The design and placement of the deck must be approved by the Board of Directors via a Lot Alteration Request, and when necessary, a permit obtained from Aitkin County, before work begins.
 - ii. Covered deck, permanent Gazebo, and screened porches that are not original equipment manufactured (OEM) or incorporated by OEM design as part of the recreational camping vehicle are not permitted.
 - iii. Open Pergolas are permissible. The design and placement must be approved by the Board of Directors via a Lot Alteration Request, and when necessary, a permit obtained from Aitkin County, before work begins.
- c. Storage units
 - i. One storage unit is allowed per unit. The maximum size of a storage unit is 80 square feet (footprint dimensions) and a maximum roof peak height of 10 feet.

ii. All storage units must be a store bought unit made of plastic resin (e.g Rubbermaid, Keter, Suncoast), or a similar shed purchased as an assembled unit. The size, design, placement and materials of the storage unit must be approved by the Board of Directors, and when necessary, a permit obtained from Aitkin County, prior to installation.

iii. Deck boxes –They must be a store bought unit of plastic resin construction. They shall not exceed 60 inches in width (length), 34 inches in depth (width), or 36 inches in height. Deck boxes shall not unreasonably interfere with the safe ingress and egress from your deck/platform. Any such unit not placed on your deck/platform shall be considered a storage unit.

iv. Storage benches - They shall be similar to deck boxes in the extent of construction and size limitations to the extent of the back support of the bench shall not exceed 36 inches. Storage benches shall not be considered a Storage Unit and can be placed on your site and/or your deck/platform.

v. Firewood/Propane storage – for the sole purpose of storing campfire wood or a propane tank for a gas fire pit, each lot shall be allowed one store bought plastic resin construction storage unit not exceeding 20 square feet (footprint dimension), which may not exceed 4 feet in height. It shall be installed and placed so as not to interfere with RCA placement of adjacent site(s).

d. Cement Pads

- i. In order to provide a hard level surface for your camping unit, cement pads are allowed. The dimensions of the cement pad must be approved by the Cooperative Architectural Control Committee or Board of Directors via a Lot Alteration Request prior to installation. Placement of the cement pad must be setback at least 1 foot from the boundary line of the site.
- ii. Cement and/or tar automobile or motorcycle parking pads are not allowed.

e. Fences

- i. Fences used to delineate the boundary of a site are not allowed.
- ii. Animal fences (e.g. circular enclosures) are allowed, but must be approved by the Cooperative Architectural Control Committee or Board of Directors via a Lot Alteration Request prior to being constructed.

f. Plantings

- i. Plantings and flowerbeds are allowed; however, prior approval must be obtained from the Cooperative Architectural Control Committee or Board of Directors via a Lot Alteration Request for the planting of any shrubs with a mature size larger than three feet, trees, or the creation of permanent garden edging, such as retaining walls, stones, or planter boxes.

g. Landscape Maintenance

- i. The Cooperative Architectural Control Committee or Board of Directors will review each site's landscaping each spring and fall and reserves the right to require tree or shrub trimming or other landscape changes.
 - ii. These changes shall be made by the member and at the member's expense.
 - h. Unwanted Trees or other Vegetation
 - i. The Cooperative Architectural Control Committee or Board of Directors must approve of the removal of any unwanted trees or other vegetation via a Lot Alteration Request.
 - ii. For tree removal, a professionally licensed and bonded tree service company must perform the work. For smaller brush or other wooded vegetation, the member may be allowed to perform the work.
 - iii. The Cooperative Architectural Control Committee or Board of Directors will determine if it is necessary to hire professional help to complete the work. The cost for professional tree removal is the responsibility of the member.

6. Pets

a. General

- i. All animals must be on a leash or in a carrier at all times when outdoors and animal waste must be cleaned up and properly disposed of immediately.
 - ii. All animal owners must attend to their animals while at the campground. Animals must not be permitted to meow or bark incessantly or otherwise create a nuisance or disturb other members or occupants.
 - iii. The Board of Directors reserves the right to ban any animal from being allowed on campground property.
 - iv. The following dog breeds are not allowed as pets on the property unless they have a Canine Good Citizen (CGC) Award on file with the Association:
 - 1. Pit Bull
 - 2. Rottweiler
 - 3. German Shepherd
 - 4. Doberman Pinscher.

You can find the information on this award and how to get it at

<https://www.akc.org/products-services/training-programs/canine-good-citizen>

- v. Animals must be registered annually with the Association.

b. Liability

- i. Members are responsible for any injuries or damages caused by any animals associated with their Lot and shall indemnify the Association against any claims that may be brought in connection with said animals.

7. Recreational Vehicles

- a. Jet Skis
 - i. Jet Skis are not allowed on campground property, except they can be parked on a trailer in the overflow parking area.
- b. ATVs
 - i. ATVs are not allowed on campground property during the season, except they can be parked on a trailer in the overflow parking area. Winter use of ATV's is governed by Section 7 (f)(i) below.
- c. Golf Carts
 - i. Golf carts are prohibited except when used by an employee of the campground for working purposes. An exception may be granted by the Cooperative Board of Directors to owners that request the use of a golf cart or other motorized cart for medical purposes.
- d. Motorized Bikes or Equipment
 - i. Motorized bicycles and other similar motorized recreational equipment are not allowed on campground property.
- e. Motorcycles
 - i. Motorcycles are allowed on campground property. The owner of the motorcycle must not create unnecessarily loud noises.
 - ii. If a motorcycle and another vehicle are present, one must be parked in the overflow lot.
- f. Snowmobiles
 - i. Snowmobiles and ATVs are allowed on campground property during the winter months. The owner/user of the snowmobile or ATV must only drive on their own site and/or on the campground roads as to not potentially damage other owner's sites or the common areas of campground property.

8. Common Areas/Smoking

- a. Beach
 - i. Members and occupants are responsible for their own safety and that of any visitors or guests. The Association does not have a lifeguard on duty and is not responsible for ensuring the safety of anyone using the beach or water facilities.
 - ii. Animals are not allowed in the beach area.
 - iii. Smoking is not allowed in the beach area.
- b. All Shoreline

- i. The beaching of motorized boats on the shoreline is not allowed.
- c. Docks
 - i. Boats and other watercraft are prohibited at the T-dock (nearest to the swimming beach).
 - ii. The usage of the 12-slip dock is restricted to members that have paid a slip rental fee.
 - iii. The two aluminum docks (nearest the boat launch) are for first-come-first-serve use by members, subtenants, and their visitors and/or guests.
 - iv. Usage of the four slips on the south aluminum dock is restricted to members that have paid a slip rental fee.
 - v. Diving off docks is prohibited.
- d. Pool
 - i. Animals are not allowed in the pool enclosure area.
 - ii. Smoking is not allowed in the pool enclosure area.
 - iii. Food is not allowed in the pool enclosure area.
 - iv. Beverages are allowed, but no glass may be brought into the pool enclosure area.
 - v. Swimming attire must be worn in the pool.
 - vi. No running, rough play or large flotation items in the pool area.
- e. Playground
 - i. Animals are not allowed in the playground (as defined by the sandbox area).
 - ii. Smoking is not allowed in the playground (as defined by the sandbox area).
 - iii. Beverages are allowed, but no glass may be brought into the playground (as defined by the sandbox area)
- f. Overflow Parking
 - i. Vehicles and trailers are to be tagged with name, site number, phone number and identification of resident or guest. Supplies are located alongside the gathering room at the entrance to the overflow lot.
 - ii. Vehicles and trailers shall not be parked in a way that impedes traffic flow or vehicle and/or trailer accessibility. The overflow lot is only for items that will be used during your stay at HLC.
 - iii. Utility trailers are not allowed unless they are specific to your current stay at HLC.
 - iv. Off road vehicles are to be trailered and stored in the overflow lot.
 - v. In absolutely no circumstances is automotive traffic allowed on the septic mound.
 - vi. Empty boat trailers that will not be needed for long periods of time can be stored on top of the septic mound. Please inform HLCCA Staff that it can be

stored there and HLCCA Staff will move the trailer. Conversely, if you need to retrieve your empty trailer from the septic mound, please inform HLCCA Staff and they will get the trailer out.

- vii. There are electrical outlets in the overflow lot, these are for HLCCA Staff use only.
- viii. Maintenance issues and problems related to the overflow lot must be brought to HLCCA Staff's attention as soon as reasonably possible.
- g. Smoking
 - i. To help maintain the beauty and cleanliness of campground property, smokers must properly dispose of cigar and cigarette butts in the proper receptacle.

9. Campground Etiquette

- a. Quiet Hours
 - i. Quiet hours are from 10 p.m. to 8 a.m. No loud or disturbing noises are permitted during this time.
- b. Fireworks
 - i. Fireworks are prohibited, except on the Fourth of July.
 - ii. Fireworks are allowed on the beach area only with the exception that sparklers can be used at your site.
 - iii. Only fireworks that are legally permitted in Minnesota are allowed on Campground property.
 - iv. Those who participate in the use of fireworks are required to clean up debris by noon on July 5 of any given year.
- c. Alcohol/Kegs
 - i. Keg beer is prohibited.
- d. Respectful Communication
 - i. Employees, visitors and/or guests, members, including the Board of Directors, shall not engage in or be subjected to behavior that a reasonable person would deem disrespectful.
 - ii. Disrespectful behavior includes but is not limited to badgering and verbal abuse, screaming/yelling, insults, threats and profanity, or any act that a reasonable person would find inappropriate.

10. Firearms

- a. When and how firearms are permitted
 - i. A firearm may be on the property but must always be stored with a trigger lock and in a locked case in the trunk/boot of the vehicle or the camper. Under no circumstances may a firearm be discharged on campground property.

- ii. Hunting is prohibited on campground property.

11. Selling Your Membership

- a. Right of first purchase: In accordance with Cooperative corporate law, the selling member is first required to offer to sell their membership back to the cooperative before they are permitted to sell to an outside party. If the cooperative elects not to exercise this right to purchase the membership, then the member is free to sell to someone else subject to that buyer being approved for membership.
- b. No “For Sale” signs may be displayed on sites.
- c. A member may hire a realtor and/or an independent salesperson to market their membership and affiliated site for sale.
- d. The seller of the site must provide the prospective buyer with a complete packet of legal and other required documents. The seller must receive this packet of information from the Board of Directors. The packet includes:
 - i. Declarations
 - ii. Bylaws
 - iii. Sample Proprietary Lease
 - iv. Disclosure Statement with Attachments
 - v. Sample Agreement to Purchase
 - vi. Application with Criminal Background Authorization Form(s)
- e. A non-refundable application fee of \$100 is due to the Association and must be submitted with the application and criminal background authorization form(s).
- f. Upon receipt of the application and criminal background authorization form, the Board of Directors will perform and review the criminal background checks to determine if the prospective buyer meets the established criteria for membership in the Cooperative.
- g. A document closing fee of \$300 will be charged by the Association for services rendered in connection with the termination of the membership and lease of the selling member and reissuance of a new membership and lease to the incoming member.

12. Dock Space for Watercraft

- a. Dedicated/rental dock slips are available to Association members only.
 - i. A slip is rented for the entire period of May 1 to September 30 (subleasing is not allowed). The rental rate, to be reviewed annually, is determined by the Board of Directors. In order to allocate dock slips, the following annual procedure will be followed and administered by the cooperative board.
 - 1. By March 31, the members that rented a dock slip the prior year will have the option to renew their same slip. If they choose to renew, the

dock slip fee is due by April 15. If payment is not received by April 15, the dock slip is forfeited.

2. If open slips become available and a member wants to change assigned slips, it should be noted with the renewal notice. If more than one member desires to change assigned slip, a lottery drawing will be held to determine the reassignment.
 3. If there are open spaces, they will be filled first off of a waiting list. If there are more members on the waiting list than open slips, a lottery drawing will be held to determine the member awarded the slip. A member that holds multiple shares will be allowed multiple entries in the lottery drawing for an open slip; however only one slip is allowed per member or membership grouping.
 - ii. Members are allowed to share the use of their slip with other members.
 - iii. Rental of a dedicated dock slip is forfeited in the event that either Association dues and/or an electric bill are in arrears for a period greater than 30 days.
- b. Community/non-rental docks
- i. Community dock space is available on a first-come-first-serve basis. Your watercraft can utilize dock space during time periods when you are staying at the campground. When you are not staying at the campground, your watercraft must be stored in the overflow parking area.
- c. Canoe/Kayak Racks
- i. A rack space is rented for the entire period of May 1 to September 30 (subleasing is not allowed). The rental rate, to be reviewed annually, is determined by the Board of Directors. In order to allocate rack space, the following annual procedure will be followed and administered by the cooperative board.
 1. By March 31, the members that rented a rack space the prior year will have the option to renew their same space. If they choose to renew, the rack space fee is due by April 15. If payment is not received by April 15, the space is forfeited.
 2. If there are open spaces, they will be filled first off of a waiting list.
 3. If there are remaining rack space slots after #1 and #2 above, those members who currently don't have a space can enter into a lottery. The Board of Directors will choose at random to fill any open rack spaces. If chosen, the fee is due by May 1. If payment is not received by May 1, the space is forfeited and re-entered into the lottery pool.
 - ii. Rental of a dedicated rack space is forfeited in the event that either association dues and/or an electric bill are in arrears for a period greater than 30 days.

13. Association Dues and Electric Bills

- a. Association Dues
 - i. Payable by members on a quarterly basis and due on the following schedule:
 - 1. 1st quarter due by March 15
 - 2. 2nd quarter due by May 31
 - 3. 3rd quarter due by August 31
 - 4. 4th quarter due by November 30
 - ii. A late fee of \$20 will be assessed against each lot if full payment is not received within 15 days of the due date as stated above.
 - iii. Accounts that become more than 2 quarters past due may be subject to collection action, including but not limited to foreclosure of the member's interest and/or termination of their membership in the Cooperative.
 - iv. Members are responsible for any legal fees or costs incurred in connection with the collection of past due amounts.
- b. Electric Bills
 - i. Annual readings of the owner's electric meters will take place by the end of September.
 - ii. Electric bills are due within 30 days of issuance, and a \$20 late fee will be charged if full payment is not received within 15 days after the due date.

14. Fish House

- a. Fish must be cleaned only at fish cleaning house. During the period of May 1 to September 30, this applies to waterfowl and other land animals that may need to be cleaned or field dressed.
- b. The fish cleaning house must be cleaned thoroughly before and after use. Specifically spray down the countertop and sink area to remove scales.
- c. If the fish you clean happens to plug the sink of the floor drain, you must clean it.
- d. Fish carcasses must be bagged and put in the tote directly outside the fish cleaning house for the HLCCA staff to dispose of.
- e. If the tote is full, the disposal bags are empty, or for any other general issues with the fish cleaning house, HLCCA Staff must be notified promptly.
- f. Clean all equipment after use. Broken pieces of equipment must be replaced promptly by the person who broke it.
- g. The lights of the fish house must be turned off when not in use.

15. Gathering Room

- a. Visitors and/or guests of members or subtenants must be accompanied by the member or subtenant.
- b. Association functions have priority for use of the Gathering Room.

- c. The Gathering Room may be used 7:00 A.M. to 10 P.M.
- d. Other residents and their guests may enter and use the room while occupied by other members, subtenants, and/or their visitors and/or guests.
- e. Residents must exercise discretion in using the room, taking care not to unreasonably disturb other members, subtenants, and/or their visitors and/or guests.
- f. Games, books, and other amenities of the Gathering Room must be picked up and returned upon conclusion of use.
- g. HLCCA Staff must be notified immediately if there are any issues with the functionality of the Gathering Room.
- h. Pets are not allowed in the Gathering Room.
- i. Smoking is not allowed in the Gathering Room.
- j. The Gathering Room shall be left in the same condition as it was in prior to use.

16. Septic System

- a. Feminine hygiene products, condoms, paper towels, or wipes shall not be disposed of into the septic system via your RV sewer connection or through the HLC bathroom facilities.
- b. As outlined in the HLCCA Declarations, septic service to the sites will not be available from October 1 through April 30th of the following year unless weather permits and approved by the board.

17. Garbage

- a. The campground dumpster is for waste generated during your stay at HLC.
- b. The HLC garbage service is for normal household types of waste.
- c. Hazardous waste and materials may not be dumped anywhere on campground property.
- d. If you have a large amount of garbage or questions on materials that you would like to dispose of, please contact the HLC staff for further assistance.

18. Length of Season

- a. Weather permitting, water will be available to the Units from April 30th through the first weekend in October. Exceptions may be made with Board approval only.
- b. Weather permitting, access to the shower house will be from April 30th through MEA weekend in October. Exceptions may be made with Board approval only.

19. Road Restrictions

- a. Between October 15th and May 1st, no vehicle or vehicle trailer combination weighing over 1 ton (2000 pounds) are allowed on campground roads without the prior approval of the Board of Directors.