

COMMON INTEREST COMMUNITY NO. 102
(Planned Community)

SUNSET BEACH COMMUNITY
RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Board of Directors of SUNSET BEACH COMMUNITY ASSOCIATION, pursuant to the Common Interest Community Declaration and the Association's Articles and Bylaws. Except as otherwise noted, the Rules and Regulations shall apply to all Authorized Users.

ARTICLE I
Definitions

1.1 *Association.* All references to the Association shall be to SUNSET BEACH COMMUNITY ASSOCIATION, INC., a Minnesota Non-profit Corporation.

1.2 *Authorized Users.* An Authorized User is a person who is authorized to use the shoreland common areas of the Common Interest Community Property described on the Declaration. Authorized users are restricted to Unit Owners who are members of the Association, members of their households, their tenants and guests of the foregoing categories of individuals.

1.3 *Board.* The Board is the Board of Directors of SUNSET BEACH COMMUNITY ASSOCIATION, INC.

1.4 *Area.* Area means the shoreland common areas and common element of COMMON INTEREST COMMUNITY NO. 102 SUNSET BEACH COMMUNITY ASSOCIATION, particularly UNIT 61 Common Element.

1.5 *Guest.* Guest means any person who, while visiting a Member, is invited to use the Area by the Member or by a person in the Member's household or by a Member's tenant.

1.6 *Member.* Member means any person or entity that qualifies as a Member in accordance with the Association Bylaws.

1.7 *Unit.* A Unit refers to each separate residence/premises owned by a Member.

1.8 *Responsible Member.* A Responsible Member is a Member who has Authorized Users using any of the Areas.

1.9 *Tenant.* A Tenant is any person who occupies a Unit who is not an Owner of the Unit.

ARTICLE II *Usage Rules*

2.1 Usage. No Authorized User shall use or occupy the Area in such a manner that will interfere with the proper use of the Area by others.

2.2 Personal Property. Personal property may be brought upon the Area on condition that the property is removed when the owner leaves the Area, and no personal property shall remain unattended on any Area except that watercraft and related items therein may be parked in that Member's designated boat slip, and pursuant to the docking rules hereunder.

2.3 Proper Use. The Area shall be used only for the purposes authorized herein. No Authorized User shall commit waste, any nuisances, vandalism, or damage on or to the Area.

2.4 Lot Allowances. Each lot is allowed ONE (1) Recreational Vehicle ("RV") or cabin. A second RV, mobile home, pop-up camper or tent(s) are not allowed.

2.5 Improvements. The Area is for the exclusive use of Authorized Users. No improvement shall be altered, extended or removed unless otherwise agreed to in writing. Damage to the Area or any improvement thereon by an Authorized User shall be repaired at the expense of the Responsible Member.

2.6 Decks. Decks need to be approved by the Association. A permit is required from Otter Tail County.

2.7 Sheds. Sheds need to be approved by the Association. A permit is required from Otter Tail County. Only ONE (1) shed per Unit. Sheds must be located next to the subject Unit.

2.8 Annoyance or Nuisance. No activity shall be allowed or carried-on, or maintained on any Unit at any time in the planned community that is a nuisance or annoyance to neighboring Unit owners or the planned community.

2.9 Quiet Hours. Quiet hours are from 11:00p.m. to 8:00a.m every day. Loud noise is prohibited, including loud music, continuous dog barking, large crowds, etc.

2.10 Adjoining Parcels. Use of the Area shall be in a manner that will not interfere with the use and enjoyment of adjoining private property.

2.11 Compliance with Law. No immoral, improper, offensive, or unlawful use may be made of the Area. Authorized Users shall comply with and conform to all applicable federal state and local laws and regulations. The violating Authorized User shall hold the Association, Board, and other Members harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

2.12 Pets. Pets are permitted but must be kept on a leash at all times upon the Common Element. Leashes and leash anchors must be removed from lawns prior to mowing. Owners are required to

clean up after pets. Dogs shall not be allowed to bark continuously. Pets must be up to date on vaccines. Proof of vaccinations shall be made available upon request.

a. Any Pet that causes or creates a nuisance or unreasonable disturbance shall be permanently removed from the property upon THREE (3) days' written notice from the Board. Any animal waste deposited anywhere in the common elements or public roadways or rights-of-way, or on a Unit or property of another, shall be promptly removed and the area cleaned by the owner of the offending pet.

b. Notwithstanding the above, in no event will any pet whose breed is known for its viciousness or ill temper, be permitted on the premises, nor any animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin, will be allowed on the Area. Other animals will be permitted if such animals serve as physical aids to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

2.13 Unauthorized Activities. No commercial, religious, or political activities shall be permitted on the Area.

2.14 Foliage/Landscape. The planting and care of foliage in the Area is within the sole discretion and responsibility of the Board. Members and other Authorized Users shall not plant or place shrubs, trees, vines, or other types of plants on the Area, or remove the same. Removal of trees must be approved by the Association, with costs responsibility of owner of the Unit impacted. Members are allowed to landscape and decorate with lawn ornaments along their respective Unit. No landscaping or lawn ornaments are allowed in lawns.

2.15 Picnic Tables and Lawn Furniture. Picnic tables and lawn furniture must be removed from the lawn prior to mowing.

2.16 Fire Rings. Fires are permitted in fire rings only. Fire rings must be removed from the ground at the end of the season.

2.17 Walkways & Driveways. All sidewalks, walkways, driveways, and other similar areas shall be used strictly for the purpose for which they are created and must be at all times kept free of obstructions. Walkways must be used when available.

2.18 Trash. Litter and other waste shall not be placed on the Area. All litter and other waste material shall either be deposited in dumpsters provided for that purpose or shall otherwise be removed by the Authorized User. Dumpsters are for household garbage only. No ashes or fish remains shall be disposed of in dumpsters.

2.19 Conduct in Area. Each Member shall at all times be personally responsible for the conduct of the Member's family, guests, guests of the family, tenants and all occupants. This responsibility extends but is not limited to any damage or destruction to any part of the Area.

2.20 Children's' Water Activities. Parents or guardians of children and their guests are solely responsible for such persons and shall not permit them to enter the water or on any dock, regardless of age, if they are not competent swimmers, unless a responsible adult accompanies them at all times.

2.21 Boat/Watercraft Policies. Water toys shall not be left in water overnight unless approved by the Association. There shall be no overnight beach parking, only short-term beach parking allowed on the East inside of the dock area only. Boat and watercraft trailers shall be parked in the designated area. Boat and watercrafts and/or boat and watercraft trailers shall not be stored next to Units. Secondary boats and/or watercrafts shall only be stored on the lot where a trailer sits, only if the trailer is removed. All boats moored overnight must be in the owner's leased boat slip and on an Association approved boat lift.

2.22 Water lines. Water lines shall be turned on each Season when deemed safe from freezing weather. Water shall be blown out to the community outside faucets at the Season's end. Each owner is responsible to winterize and blow out water lines in their Unit after each Season. Any and all water hoses shall be buried from the Unit to the outside faucet.

2.23 Power Cords & Cable Lines. Power cords and cable lines shall be buried from the Unit to the electrical box, and in a manner compliant with all applicable code.

2.24 Propane Tanks. Propane tanks shall be secured to Unit to prevent falling.

2.25 Pressure Washers. Pressure washers are allowed for rinsing of Unit only.

2.26 Sprinklers. Sprinklers are prohibited.

2.27 Fences. Fences or invisible fences are prohibited.

2.28 Carports. Carports are prohibited.

2.29 Watercrafts. Watercraft trailers must be parked in a designated area. Watercraft trailers shall not be stored next to a Unit. Battery charging for watercrafts may be done next to a Unit. Watercrafts without a designated docs slip may be stored in the designated watercraft area. Only one watercraft per Unit shall be allowed in the Area.

2.30 Electrical Meters. Electrical meters are owned by the Association. Electrical usage costs will be billed to the Unit owners.

2.31 Fees. Association fees shall be \$120 per month, with an additional \$25.00 fee if the Member has purchased a boat slip. These fees are subject to change, at the sole discretion of the Board.

2.32 Boat Lifts. All boat lifts must be approved by the Board.

2.33 Liability. USE OF THE AREA BY MEMBERS AND OTHER AUTHORIZED USERS SHALL BE AT THE USER'S OWN RISK. ALL SUCH PERSONS SHALL INDEMNIFY THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND OTHER MEMBERS AND SHALL HOLD THEM FREE OF ANY LIABILITY RESULTING FROM THEIR USE OF THE AREA.

2.34 Group Use. The Area may not be used for public group purposes.

2.35 Guest Use. Use of the Area by Guests shall be restricted to occasional, non-repetitive usage by the same Guest without being accompanied by the Member or Tenant, or a person from their household. Gatherings of more than TEN (10) Guests need to be approved by the Association.

2.36 Insurance. Each Unit owner shall provide insurance for RVs, mobile homes, cabins and golf carts.

2.37 Electricity. Electrical Meters are owned by the Homeowners Association and usage costs shall be bill to Unit owners monthly or end of season, whichever the board chooses.

2.38 Tree Removal. Any tree removal shall be approved by the Board. Costs for the same shall be the responsibility of the parcel owner.

2.39 Timeshares. Timeshares are prohibited.

2.40 Renting Units. Rental of Units is allowed. A minimum of 1 week (7 days) rental is allowed. No Daily unit rental.

ARTICLE III *Uses*

3.1 Permitted. Permitted activities for the Area shall be as follows:

- a. Temporary daytime tie-up of boats.
- b. Picnicking for groups of no more than TEN (10) guests per family unit unless Board approved.
- c. Fishing from the shore or dock so long as such activity does not interfere with boating or swimming activities.
- d. Such other uses as are permitted by the Board.

3.2 Docks. The Board may maintain a dock system for the use of owners and occupants. The dock system shall be installed May 1st and removed September 30th (hereinafter "*the Season*"), weather permitting. The dock system shall be maintained by the Association for use by members and guests. Use of the dock and beach area by members and guests shall be at their own risk. Use of the dock system by owners and occupants include:

- a. Swimming.
- b. Fishing.
- c. Boat/watercraft parking.
- d. No overnight docking or mooring. Temporary watercraft docking or mooring is only permitted on the East inside of the dock.
- e. Docks and boat lifts shall not be moved during the Season for any reason, including but not limited to changes in water levels.

3.3 Prohibited. The following activities are specifically prohibited:

- a. Boat speed in excess of FIVE (5) MPH and within ONE HUNDRED (100) feet of the shore, docks and moored watercraft.
- b. Fuel storage.
- c. Major on-site boat or equipment repairs.
- d. Use of docks for purposes other than to fish or access boats.
- e. Vehicle parking or storage of boats, boat lifts, trailers, and ice houses at any time other than vehicle parking in the designated area on the CIC Plat for each unit.

3.4 Vehicles. TWO (2) vehicles and ONE (1) golf cart allowed per Unit. Golf cart operators must be EIGHTEEN (18) years of age.

- a. Prohibited Vehicles. Use of personal motorized vehicles, including but not limited to, ATV's, UTV's, 4-Wheelers, Minibikes, Dirt Bikes, Hoverboards, Electric Scooters, Power Wheels, and Childrens Motorized Scooters are prohibited. Only street legal ATV's and UTV's are allowed to drive directly in and out of the property. No driving around on the property. All other ATV's and UTV's are not allowed to drive on the property.
- b. Parking. Golf carts may be parked next to each Unit or deck. Golf carts may be temporarily parked on the lakeside. Vehicle parking shall be designated on the CIC Map.
- c. Vehicle Speed Limit. A speed limit of FIVE (5) MPH within the SUNSET BEACH COMMUNITY ASSOCIATION.

ARTICLE IV
Enforcement of Rules

The enforcement of all Rules shall be the responsibility of the Board of its designees. Rules regarding the handling of complaints and the imposition of penalties for the violation of any Rule or Bylaw provision shall be subject to the following:

4.1 Complaint. Any complaint regarding a violation of a Rule or these Bylaws shall be placed in writing on a form or in a manner established by the Board. The complaint shall be submitted to the president of the Association or to any one of the Board members designated by the Board to receive complaints. Each complaint shall include the name of the violating party, cite the Rule that is claimed to have been violated, state the basic facts constituting the violation, and shall be signed and dated by the complaining party.

4.2 Notice of Violation. If the alleged violator is a Member, the President or the President's designee shall, within FIVE (5) days of the date of the complaint is received by the President or the President's designee, serve a copy of the complaint upon the alleged violator, either personally or by US mail addressed to the Member's last known mailing address. Violations by a member of the Member's household, a tenant, or a guest of the Member or of a tenant shall result in a notice being served upon the Responsible Member in the same manner.

4.3 Opportunity to Comply. If a violation consists of an isolated incident whereby ceasing some activity or taking affirmative action to comply with the Rule or Bylaw provision, will bring the violating party into compliance. In such an event, the Responsible Member may be given a reasonable opportunity to establish compliance. In such situations the notice shall state the time within which to comply.

4.4 Temporary Sanctions. Any one of the Directors or any other person designated by the Board to enforce the Rules may impose immediate temporary sanctions against an Authorized User when such sanctions are deemed by such Director or Board designee to be necessary for the benefit and welfare of the Association and its Members. The violating party shall comply immediately with the directions of the director or the Board designee. In the event the person fails to comply with the designee's request or order, such conduct shall be considered to be disorderly and refusal to vacate the Area shall constitute a trespass for which law enforcement personnel can be summoned.

4.5 Sanctions. A majority of the Board shall have the power to take whatever disciplinary action they consider appropriate upon any complaint they consider having merit. Such action may include, but not be limited to:

- a. The imposition of a fine.
- b. The permanent or temporary denial of access to the Area by the Responsible Member, Authorized Users or both.
- c. Commencement of a legal or equitable action to enforce any sanction.

- d. Requiring the Responsible Member to withdraw any tenant's privilege to use the Area by tenant, members of that tenant's household and their guests.
- e. Denying access to the Area by all of the Responsible Member's Authorized Users.

Except for such temporary measures set forth in Section 4.4 above, no action will become effective until such time that the Responsible Member is given written notice of the Board's proposed action and is given an opportunity for a hearing as provided herein. A hearing will be deemed to be waived if the violating Responsible Member fails to serve the President with a written request for a hearing, either personally or by U.S. Mail within TEN (10) days of the date the Member is either served personally with a copy of the notice of from the date the notice is mailed to the Member.

ARTICLE V

Hearings

5.1 Hearings. Any hearing permitted by Article IV above shall be held before a panel of three persons selected by the Board who shall be charged with the responsibility of determining the validity of any complaint or to determine the reasonableness of any Board sanctions, or both. Each panelist shall be a Member in Good Standing and may also be an officer or Board member. One of the panelists shall be designated as the chairman. The party requesting the hearing shall have the right to present evidence and to argue against the Board's action or proposed action. The hearing shall take place on a date and at a place and time established by the Board, but in no event shall the hearing take place sooner than SEVEN (7) days nor later than THIRTY (30) days from the date the President or the President's designee is served with written notice of a hearing request.

5.2 Decision. The panel shall make its decision after considering all of the evidence presented. The panel may either dismiss the complaint or find that a violation has taken place. If a violation did take place, the panel may either affirm the penalty that was imposed or impose a different penalty that the panel, in its sole discretion, deems to be more appropriate under the circumstances. The decision of a majority of the panel shall be final. A copy of the decision shall become part of the records of the Association. A copy shall also be delivered to the Member or mailed to the Member at the Member's last known address within TEN (10) days after the hearing. The decision of the panel is final and shall not be appealable.

ARTICLE VI

Miscellaneous

6.1 Amendments. These Rules may be modified at any time by Board action in accordance with the provisions of the Association Bylaws.

6.2 Notice of Rules. Each Owner, member of the Owner's household and tenant shall be responsible for acquainting themselves and their guests with these Rules and for ensuring that their guests comply with all Rules when using the Area.

[SIGNATURE PAGE TO FOLLOW]

CERTIFICATION

We certify that these Rules and Regulations were adopted at the First Meeting of Directors of SUNSET BEACH COMMUNITY ASSOCIATION THIS 12 DAY OF JULY 2023.

SUNSET BEACH COMMUNITY ASSOCIATION, INC.

By: [Signature]
SCOTT E. OLSON
Its: *President*

By: [Signature]
CATHY L. OLSON
Its: *Secretary*

STATE OF MINNESOTA)
)ss
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me THIS 12 DAY OF July, 2023, by **SCOTT E. OLSON**, the *President*, and **CATHY L. OLSON**, the *Secretary*, of SUNSET BEACH COMMUNITY ASSOCIATION, INC., a Minnesota Non-profit Corporation, on behalf of the Corporation.

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

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