



**CANADIAN  
LAKES™**

**CANADIAN LAKES PROPERTY  
OWNERS CORPORATION (CLPOC)  
RULES**

Effective Date  
February 16, 2018

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## Introduction and Enforcement

### Introduction

The Canadian Lakes Property Owners Corporation (CLPOC) have adopted these Rules to assist with the operation, supervision and control of all amenities, common areas, buildings and property owned by the CLPOC.

The CLPOC Board of Directors has final authority to adopt, amend, revoke or interpret all CLPOC Rules in accordance with the Articles of Incorporation and Bylaws. The term “Member In Good Standing” as it is used in this rulebook shall mean any person otherwise eligible for membership with respect to a particular lot or condominium unit for which any fees or assessments against such lot or unit are not more than thirty (30) days in arrears.

The CLPOC reserves the right to strictly enforce its Articles of Incorporation, Bylaws and Rules. CLPOC members, their family members and guests are obligated to observe these rules. The CLPOC member is, at all times, responsible for the conduct of a family member and/or invited guest(s). This includes, but is not limited to a tenant, renter, lessee and any other short-term or long-term user of a private property included within the membership of the CLPOC. The CLPOC member is, at all times, liable to the CLPOC for any and all damage to CLPOC property caused by these individuals.

The CLPOC reserves the right to vigorously enforce deed restrictions within the community; violations of deed restrictions may be enforced as permitted by the individual plats. Members are obligated to follow these restrictions as contained in their property deed(s). However, members should be aware that each property owner in a plat may enforce the deed restrictions without CLPOC approval. Each plat provides the procedure for enforcement.

It shall be the policy of the CLPOC not to allow the conduct of any commercial business or advertising activity on those Designated Common Facilities, which are not covered under the current Facilities Use Agreement, within the confines of Canadian Lakes.

### Enforcement

The Bylaws provide for the enforcement of all Rules. The responsibility for enforcement is delegated to the General Manager and/or designee(s). The General Manager has the authority to impose a penalty for violation of approved Rules in accordance with a Penalty Schedule that the Board may adopt and amend as necessary.

The Bylaws also provide for an appeal process for members who wish to challenge any penalty or notice of violation. That process requires a written appeal to the Board of

Directors within thirty (30) calendar days of an imposed penalty or notice of violation. Penalties may range from a written warning to fines and/or loss of a member's "use rights" of CLPOC amenities.

The Canadian Lakes Airport is a licensed Class D, Privately Owned, Public Use Airfield, identified as "OC5" by the Federal Aviation Administration. Applicable federal and state laws govern the use of the Canadian Lakes Airport. In addition, the following regulations apply to the use of the Canadian Lakes Airport, unless otherwise provided by applicable law:

Section 1.01

All landings and departures will be conducted employing a left turn pattern 1,000 feet above ground level.

Section 1.02

All departing aircraft shall maintain runway centerline until reaching 1,500 feet mean sea level.

Section 1.03

The Common Traffic Advisory Frequency of 122.9 shall be used by active aircraft to announce all segments of the traffic pattern, taxi direction, departure runway and departure heading.

Section 1.04

It is the responsibility of the Pilot in charge of the aircraft to secure the aircraft in a designated parking area when unattended and to provide all necessary tie-down equipment.

Section 1.05

A member shall be responsible for and save the CLPOC harmless from any liability arising out of the use of the Canadian Lakes Airport by the member or a family member or guest of the member.

Section 1.06

A member, family member or guest of the member who uses the Canadian Lakes Airport waives all right to claim damages against the CLPOC, its officers, employees or agents for any injuries or damage to, and/or theft of, the member, a family member, guest,

aircraft or aircraft components while landing, taking off, or parking an aircraft at the Canadian Lakes Airport or otherwise using the Canadian Lakes Airport.

#### Section 1.07

Private vehicles are not allowed on Airport grounds except when proceeding directly to or from a parked aircraft, in which case such access shall be via the most direct path without using or crossing the active runway area.

#### Section 1.08

Private vehicles, if required to be parked overnight, shall park at the south end of the airfield in the designated parking area.

Section 2.01 CAMPGROUND LICENSE AND SEASONAL USE

The Canadian Lakes Campground is licensed as a “modern” campground with 370 sites by the Michigan Department of Natural Resources (DNR) in conjunction with Michigan District 10 Health Department. All State and Local Campground rules/regulations must be adhered to.

Seasonal use is from April 15 through October 31; Off season use will be from November 1 through April 14. Use rates are set each year by the CLPOC Board. Off season use by members is limited to 30 days per season.

Section 2.02 DEFINITIONS

Permanent Structure – is defined as any structure having “living space” conditions including but not limited to windows, interior finished walls or improvements (including but not limited to electrical outlets, water, etc.).

Temporary Structure – is defined as steps, deck, or screened room, not having windows, interior finished walls or improvements (including but not limited to electrical outlets, water, etc.).

Footing – is defined as any concrete or other unapproved material, under or around any post set in the ground.

Section 2.03 GENERAL USE

Members may sign in for the Campground at the Campground Office. Complete rules are available at both the Campground and CLPOC offices. Members must obtain a guest pass at the CLPOC Office or the Campground Office for their guests’ use of the Campground.

(a) Use of Campground by CLPOC Members:

- (1) Canadian Lakes Members in Good Standing (MGS) who currently do not own a home on their Canadian Lakes lot and are 21 years of age or older may use the campground on a daily, weekly or seasonal basis having paid the appropriate fees and having signed the Campground License Agreement (if seasonal or monthly). A single family must meet the definition as set forth by CLPOC.

- (2) Members who own a home at Canadian Lakes and are 21 years of age or older may use the Campground on a limited basis, if space is available, for an interval not to exceed 2 weeks, and then will be required to vacate the Campground for a period of 1 week by removing any and all camping equipment. Reservations may not be made earlier than two weeks prior to use and will be required to pay the daily or weekly rate.
  - (3) Members who own a home at Canadian Lakes may be permitted to use the campground in excess of two (2) weeks (see above) provided they have another unencumbered membership attached to a property at Canadian Lakes. (An unencumbered membership is one in which the member is in good standing and/or has not assigned their membership privileges.) The CLPOC Board does have the right to grant exceptions based on emergency conditions.
  - (4) Members may reserve a camping site on a limited basis for a guest if they and the guest are 21 years of age or older and if space is available, at an interval not to exceed two (2) weeks at a time. Reservations may not be made earlier than one (1) week prior to use. Members are responsible for their guests.
- (b) Daily or Weekly Use Reservations will only be made if they are paid in advance of booking by cash (with a receipt), or check.
- (1) Cancellations must be made at least 48 hours in advance for a full refund. Cancellations made less than 48 hours in advance will be charged a minimum cancellation fee of \$30.00. There will be no refund for a cancelled reservation occurring during the Memorial Day, 4<sup>th</sup> of July, or Labor Day weekends.
  - (2) Seasonal Reservations for a camp site will require the signing of a Campground License Agreement, a current registration in the name of the lessee in the State of Michigan or the State where the registrant resides, proof of insurance, and the payment of fees.
  - (3) Sites are non-transferable. Sites in the campground shall not be rented, transferred or in any manner assigned to a third party.



- (4) The Board of Directors may designate a specific number of lots for occupancy on less than a seasonal basis and they may set aside lots specifically for tenting.

#### Section 2.04 ALLOWED “RECREATIONAL UNITS”

All recreational units must meet the requirements for Campground units allowed in campgrounds in the State of Michigan. Maximum square footage of the recreational unit shall not exceed 400 square feet. After January 1<sup>st</sup>, 2018 any new units, requesting a seasonal space, must not exceed 15 years old. All allowed recreational units must be vehicular portable or a portable structure designed to be temporary living quarters with no footings. They include, but are not limited to, the following: collapsible tent(s); travel trailer, camping trailer, motor home, truck camper, slide-in camper, chassis-mount camper, single sectional mobile home used for temporary living quarters and park model recreational units.

- (a) Awnings: Collapsible awnings which are attached to a camping unit as an accessory by the manufacturer and other awnings that may be approved by the CLPOC are allowed as long as they do not extend out over the perimeter of the camping unit more than two (2) feet from within the lot line.
- (b) Tents: More than one tent may be used on a site but only one can be used for sleeping purposes and the 8 person per site maximum rule applies here as well. Tents used for general, awake activities and not for living quarters or sleeping are allowed providing they collapse and are of see-thru material.

#### Section 2.05 LIMITATIONS ON USE

- (a) No more than eight (8) persons may occupy any site in the campground.
- (b) Only one camping unit per camping site is allowed for sleeping set-ups.
- (c) No camper recreational vehicles are allowed which are not portable.
- (d) Recreational units or other structures, such as sheds and awnings shall provide an unobstructed path, not less than four (4') foot wide on the campsite completely around the recreational unit. No permanent structure requiring footings may be located on the campsite.

#### Section 2.06 ADDITIONS

- (a) Permanent structures with footings are not allowed. Permanent structures that were constructed in violation of this rule will be required to rectify the violation and/or be removed.
- (b) Temporary structures with no footings shall be allowed to continue to be built providing they are easily dismantled and moveable. They are the only additions allowed.
  - (1) All additions must be portable, able to be easily dismantled and moved at the owners' expense. Temporary structures allowed shall not be greater in height than ten (10) feet or greater than the length of the original recreational unit and they must meet the minimum setback of Three (3) ft.
  - (2) Temporary structures, if added to another section, must be attached by equipment or fasteners which will make removal easy for the owner.
- (c) Other requirements with no variances allowed.
  - (1) The combined square footage of all additions, excluding sheds, shall not exceed 400 square feet with no exceptions. This shall include, but not be limited to, porches, steps, decks, screened in porches and three season rooms.
  - (2) Furthermore the total square footage of the above improvements shall not exceed the square footage of the existing R.V. unit excluding sheds.
  - (3) Furthermore the cumulative square footage of the R.V. unit, sheds and additions shall not exceed 50% of the square footage of the assigned lot.
  - (4) Campers must obtain approval of their structure plans from the Facilities Manager before application to Morton Twp. Building Department for a construction permit.
  - (5) If approved, the plans must then be submitted to the Morton Township Building Department for review. The Building Department will determine if a permit is required for the structure and issue the permit if the plans are approved. If no permit is required, the building department will sign a waiver indicating that no permit is required. The

permit will indicate that both the design and ground surface supports comply with appropriate codes.

- (6) Township approved plans must be compatible with the plans approved by the Campground Facilities Manager and both must be filed with the Campground Facilities Manager prior to any construction beginning. A valid permit must be posted on the campsite signifying approval.
  - (7) Any structures that are wired or require new electrical runs must have an electrical permit from the township. Air and/or Gas equipment that is not an approved portable appliance must have a mechanical permit from the township.
  - (8) Additions and total configurations must meet set back requirements.
  - (9) Pre-existing additions with permanent footings, as defined by the Morton Twp. Building Department, which are in-ground posts or posts supported below ground with cement pads, i.e. "cookies", will be considered a nonconforming use as defined by Morton Township. These will be required to be removed when: there is a change or transfer in ownership; the RV unit is removed from the site; the structure is considered a safety hazard or nuisance; the structure has sustained damage or is in need of repair requiring a construction permit, or violates the four (4) foot perimeter rule.
- (d) Trees and existing natural foliage required to be removed in order to facilitate any construction must be approved in writing by CLPOC.
  - (e) Exterior construction of any kind must be completed within thirty (30) days of approval.

## Section 2.07 HOLDING TANKS AND SEEPAGE PITS

- (a) An inspection of each campground member's holding tanks shall be performed on a bi-annual basis. This visual, pressure or camera inspection shall be made and performed by the CLPOC or an inspector approved by the CLPOC. Any holding tank leaking or otherwise determined by the CLPOC to be a hazard to health and safety must be replaced within 10 days with an above-ground tank. All septic tanks will be required to be inspected at time of sale of any unit. The licensee shall be responsible for any and all fees.

- (b) Campground members shall be made aware that any claim for damage to existing tanks must be made immediately in writing to the Campground Ranger and/or Facility Manager.
- (c) Any new holding tanks installed must be above ground.
- (d) Tank design must conform to designated CLPOC specifications. A list of acceptable above-ground tanks and a standard for their installation will be made by CLPOC and available in the Campground Office.
- (e) Existing seepage pits within 100 ft. of surface water must contain all gray water within an above-ground holding tank.
- (f) New seepage pits will not be allowed.
- (g) Must use CLPOC approved black water tank and CLPOC must approve the installation process. Installation guidelines for black water tanks are as follows:
- (h) New black water tanks are not allowed to be buried, must have 1 inch layer of septic stone, provided by CLPOC, underneath the black water tank, must install a CLPOC approved protective barrier around the entire black water tank leaving a minimum of a 2 inch inspection space between the protective barrier and black water tank.

## Section 2.08 TELEVISION AND RADIO ANTENNAS

An antenna may be placed on, or adjacent to, a trailer coach, recreational vehicle, mobile home (park model), or motor home to provide adequate reception after receiving approval from the General Manager's, or designee as to its size and location. Satellite dishes exceeding 3 feet in diameter are prohibited. Ham radio type antennas are prohibited.

## Section 2.09 STORAGE SHEDS

Storage sheds, not to exceed six (6) feet in width by six (6) feet in length and seven (7) feet in height from ground level, are permitted after receiving approval in writing from the General Manager, or designee, as to type, size, and placement on the lot.

- (a) Existing sheds, not meeting the current size requirements shall be allowed to exist only as long as current tenant remains. If tenant vacates the campsite or transfers to another lot, the existing shed must be removed or reconstructed to conform to current size requirements.
- (b) Sheds must be portable in nature and may be constructed of any material approved for exterior use.
- (c) Sheds are personal property of the tenant and must be removed at owner's expense at the time of vacating the campsite.
- (d) Sheds must be maintained in good condition as determined by the CLPOC.

## Section 2.10 SELLING OF CAMPERS OR RVS WITHIN THE CAMPGROUND

The CLPOC recognizes the right of a property owner to sell his/her own trailer. However, "For Sale" signs are not permitted on, in or by a trailer in the Campground.

- (a) The property owner wishing to sell his/her unit must register the unit with the Campground Manager's Office, complete the seller form, and obtain a yellow rectangle tag to be placed on the Campground lot post. The "for sale" yellow tag must be returned to the Campground Office once the trailer is sold or if a property owner decides not to sell the trailer.
- (b) The Campground Manager will maintain a list of trailers that are for sale within the Campground. This list will be updated on a monthly basis.
- (c) Property owners must notify the Campground Manager when a trailer is sold or when it is no longer for sale.

### Lot Assignment:

- (a) Only the CLPOC has the ability to assign a Campground lot.
- (b) A Waiting List for campground sites shall be available in the Campground Office for members who wish to sign up for the next available vacancy of a

specific Campground site, should one occur. Requests must be renewed annually from the date of request. The Waiting List shall be a public document posted in the Campground Office during the Seasonal Use or the CLPOC office in Off-Season.

- (c) Any person(s) signing the Waiting List for a specific campsite must be a CLPOC member in good standing. A maximum of two (2) sites may be requested at any given time. Those persons signing the Waiting List must already have a camper in the campground and have paid for a seasonal site at the time of sign-up.
- (d) When a vacancy occurs and a prospective sale of the unit is not pending and no Letter of Intent to Purchase has been filed with the CLPOC Campground Office the first person on the Waiting List will be given two weeks (14 days) to exercise his/her option to the new site or pass to the next person(s) in line on the Waiting List. The unit must be moved onto the site within thirty (30) days or the lot assignment, will be passed to the next person in line on the Waiting List. Acceptance of the new site must be in writing (written or electronic) to the CLPOC Main Office or will pass to the next in line on the Waiting List. The member shall be required to provide and maintain a telephone number and/or email address by which he/she may be contacted at any time by the CLPOC Office in case of vacancy. A phone recording or email shall be considered notice. Failure of members who sign-up on the Waiting List pursuant to sub-paragraph (2) to relocate within thirty (30) days to the requested campsite, after acceptance of the site, shall result in automatic suspension of rights to use the campground for one (1) year and removal of their Campground unit from the Campground. The CLPOC, at its sole discretion, may allow more time for a move because of inclement weather or emergencies.
- (e) When a vacancy occurs and a prospective sale of the unit is pending the prospective owner/buyer and the first person eligible on the waiting list shall be equal parties in a lottery to determine the rights to the site. For the buyer of an existing unit on a campsite to be eligible for the lottery described above, they must be a CLPOC member in good standing, provide a dated and signed Letter of Intent to Purchase the unit within fourteen (14) days of the offer and acceptance and their agreement must be closed within 30 days. This lottery privilege shall only be available on a one-time basis, per lot. No successive lottery will be granted to that lot. No unit occupying a lot for the first time after January 1, 2010 shall be eligible for participation in the lottery. Should the prospective buyer fail to consummate the sale of the camper/RV unit, the rights to the campsite

shall be assigned solely based on the Waiting List eligibility once the campsite becomes vacant. The first person on the list will not lose his place on the list or be eliminated from the list until the new buyer has received legal title to the RV unit. Should the prospective buyer fail to buy the camper/RV unit, the first person on the Waiting List shall be given the chance to select the lot when vacated.

#### Section 2.11 ELECTRICAL AND WATER LINES

- (a) Water and electrical lines, if buried, must be buried in separate PVC pipes. The State of Michigan requires that a two- (2) inch PVC conduit is used for water lines, and a four- (4) inch PVC conduit is used for electrical lines. In addition, an elbow unit must be used for both the electrical and waterlines to prevent water from entering the pipes. Tenants of campsites must disconnect electrical power (unplug) from electrical post for any period their unit is unoccupied from November 1 through April 15 of the following year.
- (b) Electrical and Water will be disconnected during the off season part of the year, November 1 through April 15 of the following year. During the off season the electrical boxes will be locked except for approved off season usage.

#### Section 2.12 OTHER

- (a) Recreational vehicles as determined by the CLPOC, (including but not limited to dirt bikes, go carts, dune buggies, 4 wheelers, and ATV's) can only be ridden to and from the campsite and not throughout the Campground. CLPOC reserves the right to discontinue if such use becomes disruptive.
- (b) All such vehicles must be registered at the CLPOC Office and display a valid Canadian Lakes sticker. Only individuals with a valid driver's license may operate golf carts throughout the Campground and the speed shall not exceed the 15 mph speed limit.
- (c) The use of fireworks within the boundaries of the Campground is prohibited.

## Section 2.13 ADDITIONAL RULES

A complete list of Campground rules is available at the Campground Office. Please be aware of additional posted rules for cars, general behavior, recreational accessories, dogs, campfires, bug zappers and other items.



Section 3.01 DOCKING - COMMON AREAS

The CLPOC assigns docking space for non-waterfront members along designated common areas. Spaces shall not be assigned to members whose deeds and/or deed restrictions do not provide for such assignments. Docking or mooring boats and Personal Water Craft (PWC) in any area other than a designated area is prohibited.

Waterfront owners on Far West, West Canadian, Main Canadian, and East Canadian Lakes are not eligible for a designated common area space on these lakes unless such space is available as determined by the CLPOC. These waterfront owners are assigned designated common area docking space between their lot lines extended to the water's edge. Some of the following provisions may or may not apply to these common area docking spaces.

The following provisions do apply to all other common-area docking and mooring.

- (a) The location of docks and mooring spaces is under the control of the CLPOC Board of Directors which may add to, change and/or re-designate any docking or mooring area.
- (b) Non-waterfront owners are restricted to one (1) primary common area docking or mooring space per lot unless additional dock or mooring spaces are available as determined by the CLPOC. A secondary docking request may be assigned after June 1<sup>st</sup> after all primary docking requests have been granted.
- (c) Each space within a designated docking or mooring area is 12 feet wide and marked by a numbered stake. Facing the water, the assigned space is to the right side of the stake. Only two (2) watercrafts per designated common-area docking space are allowed.
- (d) Each assigned docking space must have a dock or share a dock with an adjacent site. Motorized water craft (as opposed to canoes, etc.) must have an assigned boat space or be considered a day-use craft by boaters. Licensed and registered day-boat users may not leave their craft on common ground overnight.
- (e) Docking space assignments are available only to a member in good standing for a boat owned and having a current State registration titled to the member that has been currently registered with the CLPOC. Spaces will not be assigned to members that do not have a boat currently

registered with the CLPOC.

- (f) All docking space assignments are subject to annual renewal. No member has a permanent right to an assigned docking space either through prior use or incurred expenses unless such assignment was deeded to the assignee when the lot was purchased from the developer. The CLPOC may temporarily assign the members assigned docking space for a member who sells the member's lot(s) within the Canadian Lakes Community. This temporary assignment would occur at the time of the transfer of ownership (sale) or assignment of the member's lot(s) and be for the balance of the current boating season only
- (g) Under no circumstances (other than above) does a member with a docking space have the right to authorize use of, transfer use of, or by any means transfer their rights to another party.
- (h) A member who used a specific docking space assignment may retain that primary docking space assignment in the next year if the member notifies the CLPOC office of that election by June 1st of the next year. If the election has not been made, the docking space may be reassigned. This provision does not apply to those members who receive a docking space during the preceding year pursuant to paragraph (f) above.
- (i) Docks may extend no more than thirty-five (35) feet from the water's edge and shall not interfere with reasonable access to any adjacent docking space assignment. No other personal property is permitted to remain at designated docking sites except a picnic table may be placed within ten feet of the shoreline and the dock site but not in any mowing areas. CLPOC does not assume any responsibility for the well being of the table and will insist it be removed if it presents a problem.
- (j) Any landscaping of a designated docking space must be approved by the CLPOC.
- (k) Docks or mooring devices may be left in the water at the assigned docking space all year around. If a dock or mooring device, including all related materials, is removed from the water, it must be removed by Nov. 1<sup>st</sup> of each year. CLPOC is not responsible for any storage of the dock or related materials
- (l) Boats, docks and mooring devices may not be left on the common area

and must be removed from all common areas by Nov. 1<sup>st</sup> each year.

- (m) The member shall be solely responsible for the installation and maintenance of a dock or any mooring device. Failure to maintain a dock or mooring device in good condition, as determined by CLPOC, may result in loss of space assignment and may be removed at the owner's expense.
- (n) Docks must meet the following standards: 1) No part of the dock surface may touch the water; 2) dock must be level with the lake surface; 3) dock will be removed if deemed unsafe; 4) colors must be approved by CLPOC office staff and must be earth tones, aluminum, or neutral shades; and 5) bumpers must be commercially available marine bumpers and, under no circumstances, can they be bottles, tires or styrofoam type materials.
- (o) The member shall not remove vegetation or in any way alter the natural state of the shoreline in vicinity of assigned docking space. Except for a maximum 4-foot wide path to the dock or vessel, without the written permission of the CLPOC or its designee.

### Section 3.02 DOCKING - MARINA

The CLPOC owns marina-type docking facilities and CLPOC assigns the marina-type docking spaces. The following provisions apply to all marina-type docking spaces:

- (a) Marina-type docking spaces are available only to members in good standing for boat(s) of member(s) which are properly registered with the CLPOC.
- (b) All marina-type docking spaces are subject to annual renewal. No member has a permanent right to an assigned marina-type docking space except as may be provided for in deed restrictions or other legal instrument. However, a member who sells the member's lot(s) within the Canadian Lakes Community may have the right to assign the marina-type docking space for the balance of the current boating season to the new owner with the approval of the CLPOC.
- (c) Marina-type docking spaces are available for an annual fee. The CLPOC Board of Directors shall set the annual fee on a periodic basis.
- (d) A member who used a specific marina-type docking space assignment may retain that marina-type docking space assignment in the next year if the member notifies the CLPOC Office of that election and pays the annual marina fees both by March 31<sup>st</sup> of that year. If the election has not been made or if the marina fee has not been paid, the marina-type docking space may be reassigned.

- (e) If all marina-type docking spaces are taken, a member may be placed on a waiting list maintained at the CLPOC Office.

### Section 3.03 DOCKING – MISCELLANEOUS

- (a) A member, family member or guest of the member waives all right to claim damages against the CLPOC, its officers, employees or agents for any injuries or damage to, and/or theft of, the member, a family member, guest, boat, PWC, dock, boat, or PWC contents while using the Canadian Lakes, common areas, or a Canadian Lakes marina.

### Section 3.04 BOAT STORAGE

- (a) Between November 1st and March 31st of each year, storage of any boat or PWC on common areas is prohibited. Storage is available for a fee at a site adjacent to the Canadian Lakes Campground.
- (b) Boats improperly stored may be removed by the CLPOC at the owner's expense. Boats stored in violation of building and use restrictions and/or these rules may result in a loss of member in good standing status and/or legal and enforcement action.

## Article IV Designated Common Facilities

Unless otherwise specifically provided herein, the following procedures govern the use of all Canadian Lakes Designated Common Facilities, including but not limited to, the roadways, rights-of-way, parking lots, parks, greenbelts, clubhouses, water bodies, swimming pools, tennis courts, golf courses, airport runway, boat ramps, marinas, easements, campground, and beaches.

### Section 4.01

Except as herein provided, the Facilities shall only be used by members in good standing, their immediate families or guests. Any person may be required to demonstrate their right or permission to use such facilities at any time if asked by an employee of the CLPOC. A current CLPOC membership card, or guest pass shall be evidence of such right or permission to use the designated common facilities except roadways.

- (a) All designated Common Facilities, except roadways, shall close at midnight unless approved by the General Manager.

### Section 4.02

The CLPOC reserves the right to close any of its Designated Common Facilities at any time or to limit, curtail, or eliminate any public access thereto. The CLPOC requires all non-member users of Designated Common Facilities to comply with all Rules and Regulations relating to member users thereof.

### Section 4.03

The following additional regulations shall apply to the use of the Facilities:

- (a) Guest(s) of a CLPOC member in good standing shall be permitted to use the Facilities while in the company of a member. Alternatively, the member

may obtain a guest pass at the CLPOC Office for use by the guest.

- (b) Persons using a set-aside membership provided by the Developer

#### Section 4.04

The Facilities shall be used for educational, recreational or social purposes.

#### Section 4.05

The Canadian Lakes Association, Inc. (CLA) will establish the rules and regulations for the use of the clubs and groups which are sanctioned by the CLA to use the Facilities (CLA Sanctioned Organization). No fee or rent will be charged to CLA Sanctioned Organizations for the use of the Facilities.

#### Section 4.06

A CLA Sanctioned Organization may use the Facilities for instructional purposes being offered to the membership of the CLA Sanctioned Organization. In addition, the membership of the CLA Sanctioned Organization must approve the use of the Facilities for this purpose and this approval must be recorded in the CLA Sanctioned Organization's minutes. The CLA Sanctioned Organization shall determine who will provide the educational services and the fee, if any. These educational services are to be provided by qualified people who need not be members of the CLPOC.

#### Section 4.07

The CLPOC shall be responsible for the booking of all activities within the Facilities. CLA and CLA sanctioned clubs or groups in the case of a whole facility such as the Castle, Highland Haus or Alpine Haus, may reserve such facility one year or more in advance. In the case of a partial facility such as a meeting room, pavilion, or floor in the Alpine Haus, may reserve such space four (4) months or more in advance. The general membership may reserve the Castle, Highland Haus or Alpine Haus up to one year in advance or for a partial facility, up to four (4) months in advance. The CLPOC Office shall be contacted to initiate the approval process.

#### Section 4.08

Special golf events may be booked for persons or groups (including non-members) which in the judgment of the golf professional and General Manager are suitable. The Royal Grille, with the General Manager's approval, may schedule events for persons or groups including non-members.

#### Section 4.09

The General Manager may, from time to time, promulgate additional rules and regulations for the usage of a particular facility. These rules and regulations will be provided at the time arrangements are made for use of the facility and may be a part of, or attached to, the Facility Use Form.

#### Section 4.10

The Board of Directors may, from time to time, enact policies, procedures, rules, or regulations for the usage of a particular facility, or for the usage of facilities in general; each of which is hereby incorporated by reference into these rules and shall be enforced in the same manner as other rules of the CLPOC.

#### Section 4.11

The representative of an organization not sanctioned by the CLA who is seeking approval for Facility usage shall provide a written statement outlining the purpose of the activity and indicating compliance with established criteria.

#### Section 4.12

Any CLPOC member or any organization which is allowed the use of a facility for a private function (any event not open to the total membership) shall be charged a fee.

#### Section 4.13

The CLPOC Board of Directors shall determine the fees, on an annual basis, that will be charged for the use of a facility.

## Article V Fishing, Hunting, Campfires and Miscellaneous

### Section 5.01 FISHING

- (a) All lakes owned by the CLPOC may be used for fishing by the CLPOC members, their immediate families or guests, except that no fishing shall be allowed on the Royal Golf Course during golfing activities.
- (b) Each individual who fishes within the Canadian Lakes Community shall comply with all state fishing rules and regulations.

### Section 5.02 HUNTING

- (a) No hunting is permitted on any land owned by the CLPOC except as authorized by the CLPOC Board of Directors and the Michigan Department of Natural Resources.

### Section 5.03 CAMPFIRES - ON CLPOC OWNED PROPERTY

- (a) Campfires must be contained in a fire pit or other specially-designed fire containment device.
- (b) Campfires must always be under close supervision and extinguished completely when the campfire is no longer being used.
- (c) No campfire will be permitted when a government or CLPOC burning ban is in effect.
- (d) No leaf or refuse burning is permitted at any time. Such burning shall not be considered a "campfire".

### Section 5.04 MISCELLANEOUS

- (a) Dogs must always be on a leash or under voice control of its handlers if the animal is on CLPOC property. Individuals bringing dogs onto CLPOC property shall also be responsible for cleaning up after the dog and for properly disposing of any waste.
- (b) No sign shall be placed on CLPOC property unless authorized by the CLPOC.



Section 6.01 GENERAL USE

The CLPOC golf courses (including related facilities) are available to CLPOC members in good standing, their immediate families, member's guests, and specified CLPOC employees, except as otherwise provided in section 4.08.

Guests of members in good standing may use the CLPOC golf courses and shall be extended guest privileges upon the payment of the applicable fees and charges. The guest shall abide by all CLPOC golf rules and regulations, which are posted in the pro shop including appropriate attire. Call 231-972-8979 for information ahead of time and for tee times.

- (a) Any individuals using CLPOC golf courses shall abide by all CLPOC golf rules and regulations. Any individual using the CLPOC golf course whose conduct is unbecoming or who shall knowingly violate these rules and regulations may have his or her golf privileges suspended or terminated.
- (b) A golfer must register in the Pro Shop at the golf course where the golfer is playing before starting to play.
- (c) There shall be no more than four (4) individuals in a group, including non-golfers, subject to the discretion of golf course management.
- (d) Each golfer must have his or her own set of clubs and bag.
- (e) While on a golf course, each golfer shall be properly attired and observe appropriate decorum. In addition, each golfer shall always be considerate of the rights and comfort of others.
- (f) Individuals are not allowed to walk or jog on a golf course while golfers are using the course.

Section 6.02 GOLF FEES & TEE TIMES

Various golf passes and rates are offered to our members and are available at the CLPOC Main Office. A Seasonal Golf Pass shall not be transferable or assignable to other individuals, including a family member, guest or another CLPOC member. Daily rates are also available. Consult the golf courses for 9 or 18 hole rates. Call (231) 972-8979 for advance tee times.

- (a) Advanced tee times for all three golf courses shall be scheduled through The Royal Golf Shop. Tee times are used on a daily basis at The Royal and The Highlands Golf Courses. Tee times are used only on the weekends and holidays at the Pines Golf Course.
- (b) Same day tee times shall be made by contacting the golf course of choice by phone or in person. Weekday tee times can be made up to seven days prior to the day of play except as allowed by Golf Management and upon payment of non-refundable deposit. Weekend and holiday (Monday) tee times can be made on the previous Friday (eight days before the weekend of play). Contact can be made by phone or in person.

### Section 6.03 PRIVATE CARTS

A Private cart owner may only use a private cart at a CLPOC course if the owner has paid the annual course user fee or the per-round trail fee. The only riders allowed on a private cart are the private cart co-owners and those other persons who have paid appropriate cart fees either directly or as part of a golf package plan or a guest (non Canadian Lakes property owner).

### Section 6.04 LEASED CART USAGE

- (a) A member must pay a fee to the CLPOC, as determined by the Board of Directors from time to time, and this payment will permit the member to use a CLPOC cart on the CLPOC golf courses. This cart is known as a "leased cart". Leased cart privileges are not transferable to any other golfer.
- (b) The second person in a leased cart must pay the regular cart fees.
- (c) All occupants of a leased cart must sign a rental agreement with the CLPOC before using the leased cart.

### Section 6.05 RAIN CHECK POLICY

The full rain check policy is available in the Pro Shop. In general rain checks are awarded in the event the course has to be closed and a golfer is prevented from starting or finishing a round because of rain or lightning conditions. They are issued for the course on which the golfer is playing, on the day they are playing, and may not be used on another course. They expire one year from the date of issuance, are not transferable, and

are issued at the discretion of the Pro Shops.

#### Section 6.06 JUNIOR GOLF

Age requirements 13 to 18 years of age.

#### Section 6.07 ADDITIONAL RULES

A complete list of Golf Rules is available at the Pro Shops. Please be aware of additional posted rules for dress code, pace of play, etc.

Section 7.01 REGISTRATION

Any boats operating on Canadian Lakes' waters must be registered in the member's name with the CLPOC. The term "boat means any watercraft or vessel, including personal watercraft (PWC), used for water transportation regardless of size, power source, capacity or purpose and includes watercrafts or vessels that do not have to be registered under State regulations.

- (a) All boats shall display two (2) current-year boat permit stickers affixed to the hull near the state number (if applicable) and readily visible to Sheriff Deputies and Marine Patrols.
- (b) Boat permits are non-transferable.
- (c) A lot owner and/or condominium unit owner shall be entitled to permits for two (2) motorized boats for each lot and/or unit, unless otherwise restricted by the lot owner's or unit owner's applicable building and use restrictions and/or condominium master deed.
- (d) No renter, visitor or guest may launch or use a boat on Canadian Lakes' waters that is not registered with the CLPOC to a member.

Section 7.02 MARINE LAWS AND RESPONSIBILITIES

The Canadian Lakes Property Owners Corporation hereby adopts by reference, all State of Michigan boating laws, rules or regulations that relate to the safe operation of watercraft on the inland lakes of Michigan. Additionally, boaters are expected to know and practice safe boating techniques, irrespective of legal requirements. A copy of the State of Michigan Boating Laws is available at the CLPOC Office. Boaters are expected to know and shall comply with all Federal, State, and local laws regarding the registration and operation of boats.

Enforcement of boating laws is the responsibility of the Mecosta County Sheriff's Department; however, such laws may be enforced by the CLPOC through the Rules of

Canadian Lakes Property Owners Corporation and the Safety Department. Sheriff Deputies will not enforce regulations that apply only to the Canadian Lakes.

### Section 7.03 CANADIAN LAKES BOATING RESTRICTIONS

CLPOC is responsible for enforcement of regulations that apply only to the Canadian Lakes. The enforcement arm of the CLPOC is the Safety Department in concert with the Mecosta County Sheriff's Department.

- (a) All waterways within the Canadian Lakes, except the Main Canadian Lake and the West Canadian Lake, are no-wake lakes.
- (b) The Main Canadian Lake and West Canadian Lake are considered "Sports Lakes". High-speed boating and PWC operation for water skiing, tubing, jet skiing, etc. are permitted between the hours of 10:00 a.m. and 6:00 p.m. daily, except on Thursdays. All Thursdays are slow, no-wake days unless the Thursday falls on a legal holiday, in which case normal sport boating is allowed.
- (c) The plat restrictions for Lake of the Clouds, Lake Laura, Sunset Lake, Fawn Lake and Ranger Lake contain restrictions on the amount of horsepower that is permitted on the motors of boats. These restrictions must be followed.

### Section 7.04 CANADIAN LAKES GENERAL MARINE REGULATIONS

- (a) "No-Wake" restrictions for all vessels apply within one hundred (100) feet of a buoyed swimming area, dock, person in the water and moored or anchored vessels. Additionally, a PWC must maintain no-wake within 100 feet of any idle vessel in the water and within one hundred (100) feet of all docks.
- (b) All vessel traffic on a lake is to be counterclockwise except in case of an emergency.
- (c) Powerboats must yield to boats towing skiers, tubes, etc. and all non-motorized boats.
- (d) Buoys are not permitted unless approved by the Michigan Department of Natural Resources.
- (e) There shall be no wakes created and no towing permitted under or through inner-lake culverts or bridges except in an emergency.

## Article VIII Pools, Hot Tub, Sauna, Fitness Area and Beaches

CLPOC pools, hot tub and/or sauna are only available to CLPOC members in good standing, their immediate families, and member's guests subject to the following rules. All persons must check in at the pool desk and present their current CLPOC membership card or guest pass and pay the current fees.

### Section 8.01 GENERAL

- (a) Members shall be responsible for the actions of their guests while using the pool, hot tub or sauna or their related facilities.
- (b) NO LIFEGUARDS ARE ON DUTY. All swimming and other activities shall be at the risk of the member, family member and/or guest.
- (c) Alcohol is not permitted in the pool or fitness center area.

### Section 8.02 POOLS

- (a) The CLPOC reserves the right to designate certain times during the day for the exclusive use of a pool by a designated group.
- (b) No pets or animals shall be allowed in the pool buildings with the exception of animals that are trained to assist the handicapped.
- (c) All persons must disclose to the management, prior to use, all health, medical or physical conditions which could be affected by use of the pools, hot tub, sauna or fitness center.
- (d) Private swimming groups or swimming parties shall be arranged by reservation through the Pool Manager.
- (e) Children under the age of 14 years shall not use pool without a responsible adult (18 years of age or older) in attendance for the duration of the visit.

### Section 8.03 HOT TUB AND SAUNA

- (a) No more than four (4) individuals may be in the hot tub or sauna at any time.
- (b) Children under the age of 5 years are not allowed to use the hot tub.
- (c) Children under the age of 14 years shall not use the sauna without a

responsible adult (18 years of age or older) in attendance.

#### Section 8.04 FITNESS AREA

- (a) Persons under 16 years of age must be supervised by a responsible adult 18 years of age or older.

#### Section 8.05 ADDITIONAL RULES

A complete list of Pool, Sauna and Fitness Area Rules are available at the applicable Pool locations. Please be aware of additional posted rules for diving, slide usage, etc.

#### Section 8.05 BEACHES

- (a) Swimming at beaches shall be limited to daylight hours. **NO LIFEGUARDS ARE ON DUTY.** As a result, swimming shall be at the swimmer's risk.
- (b) Boats are not allowed in the designated swimming areas. Boats shall remain outside any buoyed areas.
- (c) Pets are not permitted in buoyed swimming areas
- (d) All refuse shall be properly disposed of in containers provided by the CLPOC. No glass of any kind shall be allowed in the beach area.

Section 9.01

A CLPOC member who is in good standing must provide the CLPOC with a vehicle registration in order to be issued a CLPOC membership sticker to be placed on the member's vehicle, including cars, trucks, vans, trailers, all terrain vehicles, golf carts, mobile homes, snowmobiles and/or water crafts, in order to establish that the member is in good standing for that year. The CLPOC membership sticker is non-transferable.

Section 9.02

The CLPOC membership sticker issued for a member must be affixed to the windshield of cars, trucks, vans. The CLPOC membership sticker must also be affixed to other vehicles, trailers, golf carts, snowmobiles, water crafts, etc. so that they are visible.

Section 9.03

If a member sells a vehicle, watercraft or other item, the member shall remove the CLPOC membership sticker.

Section 9.04

A guest of a member must obtain a temporary vehicle pass, which must be visibly displayed in the vehicle of the guest while the guest's vehicle is on CLPOC property. The member must acquire this pass for his/her guest.

Section 9.05

Guests shall not be permitted to use any form of vehicle including watercraft, except for appropriately licensed automobiles and trucks within the boundaries of the Canadian Lakes Development unless such vehicle or watercraft is registered with CLPOC for use in or on its Designated Common Facilities.

Section 9.06

Contractors, vendors, and other regular users of CLPOC roads and rights-of-way may be required to register with the CLPOC Office.

Section 9.07

All motor vehicles operating within Canadian Lakes shall be subject to applicable statutes and ordinances governing the use of motor vehicles.



## Section 9.08

Motor vehicles shall be driven only on established roadways or designated parking areas.

## Section 9.09

All persons operating vehicles on the streets and roads of the Canadian Lakes community shall comply with all traffic control devices including, but not limited to, stop signs, yield signs, speed limit signs, warning and obstruction signs, etc.

## Section 9.10

The speed limit on all CLPOC roads is 25 mph. If a lower speed is posted, that lower speed shall be the speed limit at that location.

## Section 9.11

A vehicle that is parked in an unauthorized area or in an area that has posted “no parking” may be towed at the direction of the General Manager, or his designee, under the following conditions:

- (a) If the General Manager, or his designee, places a conspicuous written notice on a vehicle that is parked in an unauthorized area or in an area posted “no parking”, the General Manager or his designee may have that vehicle towed if the vehicle has not been moved within 2 hours after the posting.
- (b) If the General Manager or his designee, personally tells the operator of a vehicle to move the vehicle from an unauthorized area or an area posted “no parking”, and the vehicle is not then promptly moved so that it is no longer parked in an unauthorized area or in an area posted “no parking”, then the General Manager, or his designee, may have that vehicle towed.
- (c) From November 1 through March 31 of each year, between the hours of 3:00am and 10:00am, vehicles will be prohibited from parking on the roadway and road shoulder. Exceptions may be granted by contacting the CLPOC Safety Department at 231.972.8555. Failure to comply may result

in the vehicle being towed at the owners cost.

#### Section 9.12

An off-road vehicle (ORV) is defined as any motor vehicle that can be operated cross-country over land, snow, and/or other natural terrain, or on the frozen lake surface without the benefit of a road or trail. ORV's shall not be operated in or on any CLPOC Designated Common Facility (Area). Within the Canadian Lakes community, ORVs may only be operated on the road edge as far right as possible, or on the frozen lake surface, or other area designated by the Board of Directors. Any person age 12-15 years operating an ORV, trail bike, golf cart, etc. on any CLPOC owned, road edge or frozen lake surface, must have an ORV certificate and be under the visual supervision of a parent or guardian. Persons under the age of 12 shall not be permitted to operate any type of motor vehicle on CLPOC approved property. All types of motorized vehicles operating on CLPOC approved property shall be required to be registered with the CLPOC Office and shall visibly display the appropriate CLPOC sticker.

#### Section 9.13

Members or Guests arriving in motor homes, campers or trailers, if staying more than four (4) days, shall park these vehicles at the campground (if space is available) or Campground storage area.

## Article X Wintergreen Commons

Wintergreen Condominiums have owners who are participating in a Condominium Lease Program. Individuals who are renting one of these condominium units pursuant to the Condominium Lease Program shall be entitled to use the CLPOC facilities during the period of occupancy of the rented condominium unit. The owner of that condominium unit will not be permitted to use the CLPOC facilities during the period of rented occupancy.

## Article XI Storage Lot

Storage lots are only available to CLPOC members in good standing. Members must sign a Storage License Agreement for any storage lot and pay the current fee in order to be assigned a storage lot. A copy of the Storage License Agreement may be obtained at the Main Office or the Campground Office.

## Article XII Drones

### Section 12:01

A drone is defined as any aircraft without a human pilot on-board, including unmanned aircraft systems (UAS) or unmanned aerial vehicles (UAV). The flight is controlled either autonomously by onboard computers that have been programmed by the pilot or by the remote control of an individual on the ground, with or without video capabilities.

### Section 12:02

Drones must be for hobby or recreational purposes only. Any commercial operation must be authorized by the General Manager. Operators must comply with all Federal and State rules and laws of operation of unmanned aircraft.

### Section 12:03 Rules of Operation

- (a) Drones must fly under 400 feet above ground level and in sight of the operator.
- (b) Drones must fly during day light hours and under 100 mph.
- (c) Drones must weigh less than 10 lbs.
- (d) Operator may operate drone on the Canadian Lakes Airport but must give the General Manager prior notice, (231-972-7651). The operator will give priority to all incoming and outgoing manned aircraft.
- (e) Operator will not operate drone in Designated Common Facilities when people are present such as beaches, swimming areas, pools, tennis courts, pickleball courts, ball field, golf courses, etc.
- (f) Drones may not be utilized in Canadian Lakes if such use harasses, disturbs and/or breaches the peace of any resident or guest.
- (g) The use of imaging technology for aerial surveillance with radio control model aircraft or drones having the capability of obtaining high-resolution photographs and/or video, or using any types of sensors, for the collection, retention or dissemination of surveillance data information on individuals, homes, businesses, or property at locations where there is a reasonable

expectation of privacy is strictly prohibited, unless written expressed permission is obtained from the individual property owners and/or General Manager.

## CLPOC Rules Penalty Schedule

Class	First Offense	Second Offense	Third Offense
Class I Violation – Minor violation not immediately affecting safety of life or property. AGGRAVATED OFFENSE MAY CAUSE ELEVATION TO CLASS II OR CLASS III	Warning	\$25 Fine	\$100 Fine
Class II Violation – Minor violation with potential to affect safety of life or property. AGGRAVATED OFFENSE MAY CAUSE ELEVATION TO CLASS III	\$25 Fine	\$100 Fine	\$250 Fine and Suspension of Privileges for 1 Month
Class III Violation– Major violation immediately affecting safety of life or property. AGGRAVATED OFFENSE MAY CAUSE MAXIMUM ALLOWED PENALTY TO BE IMPOSED	\$100 Fine	\$250 Fine and Suspension of Privileges for 1 Month	\$1,000 Fine and Suspension of Privileges for 6 Months

Violation	Class
ANY RULE VIOLATION NOT LISTED BELOW	Class I
3.01(i) Excessive Common Area Dock Length	Class II
5.02 Hunting Without Permission	Class III
5.03(a,b,c) Unattended or Improper Campfire	Class II
5.03(d) Leaf or Refuse Burning	Class II

History:

Approved for Adoption  
May 6, 1995

Amended for Adoption  
December 18, 2010

Amended  
1995, 1996, 1997

Effective Date  
February 17, 2011

Revised and Approved  
October 18, 2003

Amended for Adoption  
December 20, 2014

Amended  
December 19, 2004

Effective Date  
February 19, 2015

Numbered and Indexed  
August 1, 2005

Amended for Adoption  
December 16, 2017

Amended and Adopted  
March 18, 2006

Effective Date  
February 16, 2018

Effective Date  
May 1, 2006

Amended and Adopted  
December 2, 2009

Effective Date  
February 1, 2010