

SANDY PINES  
RECREATIONAL COMMUNITY

# HANDBOOK

(Revised 05-20-19)

**USE CTRL F to FIND/SEARCH**

# TABLE OF CONTENTS

<b><u>INTRODUCTION</u></b>	<b>8</b>
<b><u>DEFINITION OF TERMS</u></b>	<b>8</b>
A. MEMBERSHIP	8
B. JOINT MEMBERSHIP	8
C. MEMBER	8
D. TRUST MEMBERSHIP	9
E. ASSOCIATE MEMBERS	10
F. CHILDREN	10
G. GUEST	10
H. PARK PRESIDENT	10
I. THE PARK	10
J. THE BOARD	10
K. RETIRED SITED	10
L. TENT	10
M. ELECTION	10
<b><u>SANDY PINES DEPARTMENT INFORMATION</u></b>	<b>10</b>
A. ADMINISTRATION	10
B. MEMBER SERVICE OFFICE	10
C. FINANCE DEPARTMENT	
D. PARK INSPECTOR	10
E. MAINTENANCE DEPARTMENT	10
F. PUBLIC SAFETY DEPARTMENT	10
G. SALES & CAMPING	11
H. RECREATION DEPARTMENT	11
I. PARK & GARDEN	11
<b><u>COMMERCIAL SERVICES</u></b>	<b>11</b>
A. OUTBACK STORE	11
B. DAIRY DIP – HAPPY SHACK	11
C. LAUNDROMATS	11
D. OUTBACK CAFÉ	11
E. LAKE MONTEREY GOLF COURSE	11
<b><u>MEMBER SERVICE</u></b>	<b>11</b>
HOLDING TANK PUMPOUT SERVICES	11
CABLE TV & INTERNET	12
ANNUAL RENEWALS	12
FLEA MARKETS	12
WEBSITE & MEMBER WEB ACCESS	12

<b><u>PAYMENTS OF DUES, SPECIAL ASSESSMENTS &amp; OTHER CHARGES</u></b>	<b>12</b>
<b><u>SALES/CAMPING</u></b>	<b>13</b>
A. APPLICATION FOR MEMBERSHIP	13
B. LISTING & SELLING YOUR MEMBERSHIP WITH THE SALES OFFICE	13
C. SELLING YOUR MEMBERSHIP ON YOUR OWN	13
D. CAMPING AT SANDY PINES	14
<b><u>MEMBERSHIP CRITERIA</u></b>	<b>14</b>
<b><u>RULES SECTION</u></b>	<b>15</b>
<b><u>I. PARK ENTRY PROCEDURES</u></b>	<b>15</b>
A. MEMBER, ASSOCIATE & GRANDCHILD ENTRY	15
B. GUEST ENTRY	15
<b><u>II. VEHICLE IDENTIFICATION REQUIREMENTS</u></b>	<b>15</b>
A. MEMBER, ASSOCIATE & GRANDCHILD VEHICLES	16
B. GUEST & GUEST CAMPER VEHICLES	16
C. VEHICLE STICKERS ARE NON-TRANSFERABLE	16
<b><u>III. SITE USAGE RULES</u></b>	<b>16</b>
A. SITE	16
<b><u>IV. ACCOMMODATIONS</u></b>	<b>16</b>
A. RECREATION UNITS	16
B. TENTS	16
C. SCREEN SHELTER/PICNIC SHELTER	16
<b><u>V. SAFETY &amp; HEALTH</u></b>	<b>16</b>
A. CAMPFIRES	16
B. PROPANE TANKS	17
C. HAZARDOUS MATERIALS/SAFETY CONCERNS	17
D. DISPOSAL REGULATIONS	17
<b><u>VI. CONDUCT RULES</u></b>	<b>18</b>
A. ALCOHOL & DRUGS	18
B. ILLEGAL DRUGS	18
C. CHILDREN	18
D. CERFEW	18

E. PETS	18
F. FERAL ANIMALS	18
G. CONDUCT	18
<b><u>VII. POSTING SIGNS</u></b>	<b>19</b>
A. FOR SALE SIGNS	19
B. ELECTION SIGNS	19
C. ELECTION FLYERS	19
D. ALL OTHER TYPES OF SIGNS	20
E. IDENTIFICATION REQUIREMENT FOR VOTING POLLS	20
<b><u>VIII. FIREWORKS, FIREARMS, ARCHERY &amp; EXPLOSIVE DEVICES</u></b>	<b>20</b>
A. FIREWORKS	20
B. FIREARMS	20
C. ARCHERY	20
D. EXPLOSIVE DEVICES	20
<b><u>IX. PARK FACILITIES USAGE</u></b>	<b>20</b>
A. PARK BUILDINGS - EQUIPMENT	20
<b><u>X. PARK PROPERTY USAGE</u></b>	<b>21</b>
A. GREEN AREAS	21
B. GREEN AREA USAGE	21
<b><u>XI. DESIGNATED PARKING OVERFLOW AREAS</u></b>	<b>22</b>
A. PHASE I	22
B. PHASE II	22
C. PHASE III	22
D. PHASE IV	22
E. PHASE V	22
F. PHASE VI	22
G. CONVENIENCE CENTER PARKING	23
<b><u>XII. VEHICLE AND TRAFFIC REGULATIONS</u></b>	<b>23</b>
A. GENERAL RULES FOR AUTOS, GOLF CARTS, MOPEDS, MOTORCYCLES, WATERCRAFT, SNOWMOBILES & SCOOTERS	23
B. GOLF CART RULES & REGULATIONS	23
C. MOPED RULES & REGULATIONS	24
D. MOTORCYCLES	24
E. SNOWMOBILES	25
F. BICYCLES	25
G. SCOOTERS	25

<b><u>XIII. WATERCRAFT REGULATIONS</u></b>	<b>25</b>
A. BOAT OWNERSHIP	25
B. LENGTH PERMITTED	25
C. REGISTRATION	26
D. WATERCRAFT REGISTRATION STICKERS	26
E. WHO MAY OPERATE A MOTORIZED WATERCRAFT?	26
F. WATERCRAFT RULES & REGULATIONS	26
<b><u>XIV. LAKE, POOL, BEACH &amp; SWIMMING AREA REGULATIONS</u></b>	<b>28</b>
A. LAKE REGULATIONS	28
B. POOL REGULATIONS	28
C. BEACH REGULATIONS	29
<b><u>XV. FISHING REGULATIONS</u></b>	<b>29</b>
<b><u>XVI. BULLPEN STORAGE</u></b>	<b>29</b>
<b><u>XVII. RULES ENFORCEMENT</u></b>	<b>30</b>
A. AUTHORITY	30
B. PENALTIES	30
C. ENFORCEMENT	30
D. ARBITRATION	31
<b><u>PERMITS</u></b>	<b>32</b>
<b><u>DEFINITION OF TERMS</u></b>	<b>32</b>
A. GRANDFATHER POLICY	32
B. CONTRACTOR	32
C. PERMIT	32
D. SETBACK	33
<b><u>SITE DEVELOPMENT &amp; REGULATIONS</u></b>	<b>33</b>
A. SITES	33
B. CAMPING UNITS	34
<b><u>ITEMS REQUIRING A SANDY PINES PERMIT</u></b>	<b>35</b>
A. CAMPING UNITS	35
B. STORAGE SHEDS	35
C. SEEPAGE PITS	35
E. FIRE PITS	36

E. RETAINING WALLS	36
F. TREE REMOVAL	36
G. FENCE CONSTRUCTION	36
H. WATER LINES	36
I. BOAT DOCKS	37
J. ROOF OVER SYSTEMS	37
K. GOLF CART SHELTERS	37
L. BLACKTOPPING DRIVEWAYS	37
M. CONCRETE PADS	37
N. STORAGE AREA	38
O. RE-SHINGLING ROOFS	38
P. ALL SHADE STRUCTURES	38

**ITEMS REQUIRING TWO PERMITS (SANDY PINES & TOWNSHIP)** **39**

A. AWNINGS	39
B. SCREENED/PORCH ENCLOSURES	39
C. DESKS, RAILINGS & STEPS	39
D. ELECTRIC LINE	40
E. SEA WALL CONSTRUCTION – REQUIRES DEQ PERMIT	40
F. AIR CONDITIONER	40

**ITEMS NOT REQUIRING PERMITS** **41**

A. SKIRTING	41
B. PATIOS	41
C. WALKS	41
D. LANDSCAPING	41
E. ANTENNAS & SATELLITE DISHES	41

**APPROVED FIRE PIT, SEEPAGE PIT, TYPICAL SITE SET BACK & PROPANE TANK DIAGRAMS** **42/43**

**ARTICLES OF INCORPORATION** **44-49**

I. NAME OF THE CORPORATION	50
II. THE PURPOSE FOR WHICH THE CORPORATION IS FORMED	50
III. LOCATION OF THE FIRST REGISTERED OFFICE	50
IV. NAME OF THE FIRST REGISTERED AGENT	51
V. SAID CORPORATION IS ORGANIZED UPON NON STOCK BASIS	51
VI. THE NAMES & PLACES OF RESIDENCE OF EACH INCORPORATOR	51
VII. THE NAMES & ADDRESSES OF THE FIRST BOARD OF DIRECTORS	51
VIII. ADDITIONAL PROVISIONS	52

## **BYLAWS**

**53**

I. NAME, ADDRESS & PURPOSE	53
II. MEMBERSHIP	53
III. MEMBERSHIP DUES, SPECIAL ASSESSMENTS & CAPITAL ASSESSMENTS	54
IV. SALE AND/OR PURCHASE OF ASSOCIATION PROPERTIES	56
V. USE OF SANDY PINES PROPERTY	56
VI. TERMINATION OF MEMBERSHIP	57
VII. TRANSFER OF MEMBERSHIP	59
VIII. BOARD OF DIRECTORS	60
IX. INDEMNIFICATION AND RECOVERY OF EXPENSES	63
X. ADMINISTRATION	64
XI. MEETINGS OF MEMBERS	64
XII. ELECTIONS	65
XIII. DIRECTOR NOMINATIONS AND MEMBER PROPOSALS	66
XIV. AMENDMENTS	68

**The information contained in this Handbook is subject to change. It is the responsibility of the member to be aware of any updates and/or rule changes that may occur. As new Policies are added, or rules amended, they will be posted on the Member's Page of our website at [www.sandypines.com/Members](http://www.sandypines.com/Members).**

## **INTRODUCTION**

Welcome to Sandy Pines. On behalf of the entire staff, may we extend our most cordial welcome and our sincere wishes for a quality recreational experience.

We realize the happiness of our members is the key to successful growth, and are therefore committed to providing the optimum combination of recreation and services in a clean, safe and secure environment.

This Handbook is provided to assure all members the right to enjoy their membership, and to provide a secure campground for all members, associates and guests. All of us must understand that to accomplish this, rules and procedures must be enforced.

Members must be responsible for the actions of their children, associates and their guests. Individuals who violate the rules may have their membership privileges suspended or terminated.

This Handbook is also intended to make clear the rules and procedures members are to follow. It should be understood when references are made to the Park President in this book, this applies also to his designee. Regardless of what a Board member or staff person may tell a member, every member will be held responsible for following the rules stated in this Handbook.

### **THE BOARD IS UNITED IN ITS MANDATE TO THE PARK PRESIDENT TO ENFORCE THIS HANDBOOK**

We shall do our best to make you feel comfortable and "at home" each time you visit us. The Sandy Pines Handbook is divided into four sections. One section contains Services, Procedures, and Rules, another section contains Permit Items, and then Articles of Incorporation, and the Bylaws.

### **DEFINITION OF TERMS**

(Amended 9-19-14 Resolution 091914A, 06172016, Resolution 071516A)

**A. MEMBERSHIP** - Is the rights, privileges and duties of an individual and/or co-owners of a membership who has demonstrated to the satisfaction of the Board or its designated agent(s) their sincere interest in outdoor recreation; and further, having in mind the financial burdens of the Association, their ability financially, to properly share in the responsibilities of membership.

**B. JOINT MEMBERSHIP** - A married couple or two (2) single adult individuals may jointly own a membership. For voting purposes, each membership, whether owned individually or jointly, shall be entitled to only one vote.

**C. MEMBER** - Is an individual and/or his/her spouse and/or co-owner who maintains a membership in good standing with the Association **Park. A membership cannot have more than two individuals. Member includes a valid Trust Membership.**



**D. TRUST MEMBERSHIP:** Members are free to transfer and assign - his/her/their Membership to an inter-vivos trust qualifying as a Grantor Trust under Subchapter J of the Internal Revenue Code, which by its terms provides that the Member is the grantor, trustee and beneficiary of all of the trust income, and in which he or she has retained for his or her own life the power to revoke the trust in full, and such trust is in full compliance with all provisions of the Rules and/or Bylaws and the Sandy Pines Membership Agreement. The primary purpose of the trust must be to avoid probate on the assets held by the trust on the day the Member dies (or the day the surviving Member dies if the Membership is held jointly), and the transfer and assignment of the Membership must be for no consideration. The death of the Grantor (or surviving Grantor in the case of a joint trust) will be treated as the death of the Member(s) for purposes of these Rules and Bylaws and the Sandy Pines Membership Agreement. The Membership transferred to or held by any such trust will continue to be governed and bound by the terms of these Rules and Bylaws and the Sandy Pines Membership Agreement, whether or not the terms of the trust are subsequently changed, amended, or altered in any way. In any transfer of a Membership to a trust, the transferee must agree to be bound by these Rules and Bylaws and the Sandy Pines Membership Agreement in order for the transfer to be effective and comply with the other provision of these Rules and Bylaws. **A trust with more than two Grantors is not eligible for Trust Membership.**

The Member(s) who is/are the Grantor(s) of the Trust ("Member(s)-Grantor(s)") is/are the only individual(s) who may exercise the right of the membership while he/she is/are alive and has/have legal capacity. If the Member(s)-Grantor(s) is/are (both) legally incapacitated, the Acting Trustee of the Trust is the only individual who may exercise the right of the membership during the Member(s)-Grantor(s) legal incapacity. After the death of the Member(s)-Grantor(s) (or the survivor of them in the case of a joint trust), the Acting Trustee of the Trust is the only individual who may exercise the right of the membership. If there is more than one Trustee who is not also a Grantor of the Trust, then the non-Grantor Trustees must provide the Park with written notice of which Trustee is the official representative of the Trust Membership. The Trustee so chosen by the non-Grantor Trustees is the only person to whom the Park will provide information regarding the Membership and the only person from whom the Park will take direction regarding the Membership. Such notice must be provided to the Park no more than 30 days after the Member(s)-Grantor(s) death (or the surviving Member(s)-Grantor(s) death in the case of a joint trust). Failure to provide the required notice within the required time may, in the Park's sole and absolute discretion, result in Park action against the Trust Membership. Such action includes, but is not limited to, suspension or termination of the Membership owned by the Trust.

After the death of the Member(s)-Grantor(s) (or the survivor of them in the case of a joint trust), the Membership may stay as a Trust Membership for no more than 180 days from the date of the Member(s)-Grantor(s) death (or the death of the survivor of them in the case of a joint trust). After the death of the Member(s)-Grantor(s) (or the survivor of them in the case of a joint trust), the Membership must be transferred to another valid form of ownership no later than 180 days after the date of the Member(s)-Grantor(s) death (or the death of the survivor of them in the case of a joint trust). If the Trustee of the Trust owning the membership interest does not transfer ownership to another valid form of ownership within the required 180-day time frame, the Park may, in the Park's sole and absolute discretion, take action against the Trust Membership. Such action includes, but is not limited to, suspension or termination of the Membership owned by the Trust.

In all cases involving Trust Membership, a current, legally valid Certificate of Trust Existence must be provided to the Park and shall serve as the only valid proof of who is serving as the Acting Trustee. The legally valid Certificate of Trust Existence is the only acceptable proof of a Trustee's authority under the Trust.

**E. ASSOCIATE MEMBERS** - Are member's spouses, member's children and their spouses, member's parents, stepchildren and those children under legal guardianship, 16 years and older. A membership who has no other associate member, may designate one associate member. This may not change more than one time per year.

**F. CHILDREN** - Are children of members, associate members, and guests under the age of 18.

**G. GUEST** - An individual who is legally admitted to the Park.

**H. PARK PRESIDENT** - Is the Chief Operating Officer of the Association appointed by, and reporting directly to, the Board of Directors.

**I. THE PARK** - The Park is "Sandy Pines"

**J. THE BOARD** - The Board is Sandy Pines Board of Directors elected by the members to set the policies of the Park.

**K. RETIRED SITES** - Retired sites are sites that have been determined by the Park President and the Board to be undesirable, unusable, or not saleable for the purpose of development as a camping or membership site.

**L. TENT** - A pole structure with canvas/nylon sides.

**M. ELECTION** – The act of electing of, or the act of choosing or selecting people, places and/or things. (Amended 06-17-16, Resolution 071506A)

## **SANDY PINES DEPARTMENT INFORMATION**

**A. Administration** - (616) 896-8315 ext. 105, Park President's Office. [www.sandypines.com](http://www.sandypines.com).

**B. Member Service Office** - (616) 896-8315 ext. 0 - the following services are available to members: Facility rentals, mailboxes, Pumpout schedules, all equipment registration and stickers, copies/faxes, storage rentals (bullpen), Handbooks, Flea Market sign up, cable and internet questions, address changes, annual renewal form changes, boat stakes, accounting and member records. [www.sandypines.com/Memberservice](http://www.sandypines.com/Memberservice).

**C. Accounting & Member Account Services** - (616) 896-8315 - Located in the Administration Building. CFO/Park President handle questions concerning your dues, assessments, and other charges. [www.sandypines.com/Finance](http://www.sandypines.com/Finance)

**D. Park Inspector** - (616) 896-7286 - Located at the Retail Center. Park Inspector handles all permits, site staking and boat stake marking. [www.sandypines.com/ParkInspector](http://www.sandypines.com/ParkInspector)

**E. Maintenance Department** - (616) 896-8317 - The following services are available to members: seepage pit installation (see Park Inspector for permit), and winterizing ordered through Member Service. [www.sandypines.com/Maintenance](http://www.sandypines.com/Maintenance)

**F. Public Safety Department** - (616) 896-9006 - Full-time staff, 24 hours per day, 365 days per year. Public Safety Officers provide security, first aid, contact emergency agencies, greet guests, and handle membership card requests. [www.sandypines.com/PublicSafety](http://www.sandypines.com/PublicSafety)

**G. Sales & Camping Office** - (616) 896-8315 ext. 103 - Full-time staff available for your convenience. All re-sales, transfers and Sandy Pines site sales. Also handles camping reservations, cabin, and trailer rentals. [www.sandypines.com/Sales](http://www.sandypines.com/Sales) or [www.sandypines.com/Camping](http://www.sandypines.com/Camping)

**H. Recreation Department** - (616) 896-8318 - Recreational programs available throughout the summer. Watch for a list of activities in Newsletters, Weekend Flyers, service ad boards, recreation office, and on the Internet. Mini Golf course and arcade located at the Water Park. [www.sandypines.com/Recreation](http://www.sandypines.com/Recreation)

**I. Park & Garden** - (616) 896-9334 - Your store for all of your gardening and landscaping needs. We carry a wide variety of camping supplies, including trailer and golf cart supplies, water softeners, golf cart rentals, as well as bicycle, kayak, paddleboard and row boat rentals. The Park and Garden shop also provides a service to put your watercraft in the water in the spring or take your watercraft out in the fall. Please call to have yours scheduled. [www.sandypines.com/ParkGarden](http://www.sandypines.com/ParkGarden)

## COMMERCIAL SERVICES

**A. Outback Country Store** – grocery store provides members with a variety of food and non-food items.

**B. Dairy Dip Ice Cream Shop** - Many varieties of Hudsonville Ice Cream available for your sweet tooth. Cones, shakes, sundaes, flurries and some of our own ice cream inventions offered. Eat in or take out. Located in the Core Area. **Happy Shack** – Located at the Recreation Station. Snacks, clothing, etc.

**C. Laundromats** - Member is responsible for proper use and care of equipment. Concerns, in reference to lost money, refunds, and machines not working, should be called in to WASH. Member is responsible for clothing and items being washed in machines. The member must be present during the use of the laundry facility. Sandy Pines will not be responsible for theft of items at the laundry facility.

**D. Outback Cafe** - breakfast food, Juice, Coffee. Located in the Retail Center.

**E. Lake Monterey Golf Course**, open to the public, is located adjacent to Sandy Pines. It was purchased by Sandy Pines in 2001 and is a wonderful addition to our many recreational offerings. You'll find our course is a fun and challenging eighteen-hole facility. The front nine is a par 30 with 6 par 3 holes. A creek running through the center of the course enhances its beauty. The back nine is a par 35 regulation length course with hardwoods and pines surrounding the fairways. To make your tee time online, visit us at [www.LakeMontereyGolf.com](http://www.LakeMontereyGolf.com).

## MEMBER SERVICE

### Pumpout Services

Maintenance will go to a member's site to pump holding tanks on specific days for each phase for a fee. Call Member Service to order a pumpout plan. Log into member web access to schedule pumpouts. NO pumpouts will be done on Sundays or after 3:00 PM. Valves that are hard to get to (causes health risk to the driver), blocked by skirting or too far under the trailer, etc. must be corrected if the driver notifies you of a problem. If they are not taken care of within two weeks, the driver has the right to refuse to provide service. [www.sandypines.com/PumpoutService](http://www.sandypines.com/PumpoutService)

### Phase Schedules:

Phase 1 (1-467) Monday; Phase 4 (N) Tuesday;

Phase 2 (468-987) Friday; Phase 5 (K) Wednesday; Phase 3 (988-1427) Thursday; Phase 6 (D) Thursday.

### **Emergency**

These are pumpouts ordered after office hours or without a one day notice, and will cost more. Emergencies must be called in by 2:00 PM for same day service (Monday thru Friday). Check Newsletter for Saturday emergency times. Emergencies will be done after regular scheduled pumpouts.

### **Plugged tank**

The member must be there for driver to come inside to check for a clog. The driver will bill according to the time spent on the problem.

### **Internet, Television and Phone**

Information regarding cable, internet and VOIP (Internet based phone) service can be obtained at the Member Service Office or at [www.sandypines.com/MemberService](http://www.sandypines.com/MemberService) .

### **Annual Renewals**

Renewal forms will be sent out the first of the year. These forms will list services that the member ordered the previous year (boat stakes, stickers, membership cards, etc.). Members will have the opportunity to make changes before March 15. These services will be automatically billed to the member's account in April. [www.sandypines.com/AnnualRenewals](http://www.sandypines.com/AnnualRenewals)

### **Flea Markets**

Flea Markets operate from 9 AM to 2 PM. Remember to park at your rented Flea Market space or at the Maintenance parking lot. Because of limited space, parking is not permitted in the office parking lot for vendors or persons attending the Flea Market. Items sold at the Flea Market cannot use the Sandy Pines logo without permission, and items must comply with Park rules. This means if it cannot be used in the Park, it can **not** be sold at the Flea Markets (fireworks, knives etc.) Dogs are not permitted at Flea Markets (exception made for service animals). [www.sandypines.com/FleaMarkets](http://www.sandypines.com/FleaMarkets)

### **Website & Member Web Access**

Visit our website **WWW.SANDYPINES.COM** to connect with us on Facebook, Twitter, Instagram YouTube, and Google+. Look for our calendar of events, weekend flyers, chapel schedule, sales listings, history, photo albums, online payment link, member only news, and more. Our Member Web Access allows you to register guests, order pumpouts, reserve flea market spaces, view billing history, electric use details, annual renewal information, complete surveys, etc. Log on at [www.sandypines.com/Members](http://www.sandypines.com/Members)

## **PAYMENT OF DUES, SPECIAL ASSESSMENTS & OTHER CHARGES**

NOTICE: Checks that you write for payment to Sandy Pines may be converted into an electronic debit or Image Replacement Document to your account and if your payment is returned for Non-Sufficient Funds (NSF) you acknowledge that your account can be electronically charged for a NSF Fee, not to exceed maximum NSF Fee set by law.

- A. Annual Dues and Assessments are due and payable beginning October 1st each year.
  - 1. Members have two options for paying the annual dues and special assessments.
    - a. Payment in full by October 25 to avoid any service charges on those amounts.
    - b. Six installment payment plan. Under this plan, members can pay annual dues and special assessments in six installments, October through March. A finance charge is assessed each month on the unpaid balance. **As dues and assessments are due and payable October 1<sup>st</sup>, a missed**

**payment under the payment plan, 60 days from October 1<sup>st</sup>, will result in membership card deactivation and additional charges will apply for reactivation.**

B. All other charges are payable by the 25th of each month. Late payment of account balances may result in deactivation of membership cards and suspension of membership. There is an additional charge to have those cards reactivated upon payment of amounts owing.

C. Finance Charges are assessed each month on the unpaid balance on a member account. We do not accept postmarks or check dates as payment dates, so please mail early. We cannot guarantee timely delivery by the post office. Unfortunately, we cannot waive the service charges. To avoid service charges your account must be paid in full by the date due.

D. The Membership By-laws state in Article III, Section 6, that the nonpayment of any annual membership dues, special assessments, or other charges due and/or owing to Sandy Pines by a member within 60 (sixty) days after the same, shall become due and payable, and shall result in automatic termination of the membership and all rights and privileges relating thereto. The terminated member shall not have the right to recover any monies from Sandy Pines. \* **Please include your Site number on your check payments.**

## **SALES/CAMPING**

### **A. Application for Membership**

1. Contact the Sales Office
2. Application forms must be submitted for review and approval.

### **B. Listing & Selling Your Membership With The Sales Office**

1. Listing your membership with the Sales Office requires the following
  - a. A listing agreement must be signed by one or more parties listed on the membership certificate.
  - b. A copy of your unit title must be kept on file as required by the Secretary of State.
  - c. Your key will be placed in a lock box on your unit for access by the Sales Office.
  - d. The Sales Office will furnish to you a Market Analysis of your membership and unit for comparison.
  - e. All offers for your membership will be presented to you for acceptance, rejection or counter offer.
2. To sell your membership, the following actions take place:
  - a. A signed contract between the seller and buyer is received.
  - b. The Sales Office prepares all other necessary papers to complete the transaction.
  - c. Orders are issued for a final inspection and meter reading, and parties are informed of the same.
  - d. At closing, the unit title is received by the Sales Office and taken to the Secretary of State for transfer.
  - e. Any payoff to a lien holder is presented for a clear title.
  - f. The Sales Office will issue a new member card at the time of closing.

### **C. Selling Your Membership**

1. Selling your membership and handling the transaction yourself requires the following:
  - a. Contact the Sales Office to order buyer background check and pay a non-refundable transfer fee beginning the transfer process. The Sales Office will issue orders for the site inspection, final meter reading and accounts receivable form. A written report will be submitted by the Park Inspector listing any site violations. After the Sales Office receives the inspection and accounts receivable report, you will be contacted to set up an appointment for closing. Please allow 7-10 days for these reports to generate.
  - b. At closing, all parties must be present to sign the appropriate papers for the transfer

or have a notarized Transfer Agreement mailed or faxed to the office. All outstanding dues, assessments, electric charges, and other balances must be paid in full.

- c. Any site violations must be corrected to the satisfaction of the Park Inspector.
- d. The seller must turn in appropriate forms showing release of lien, if appropriate.
- e. It is your responsibility to contact the Secretary of State to transfer the unit title.

#### **D. Camping at Sandy Pines**

- 1. Camping sites are available on a first come, first served basis.
- 2. Reservations may be made online only by visiting our website at [www.sandypines.com/Camping](http://www.sandypines.com/Camping)
- 3. All reservations require a two night minimum stay with the exception of major holiday weekends, which have a three night minimum.
- 4. Cancellations made prior to seven days of arrival will be charged a cancellation fee. If cancelled less than seven days prior to arrival date, a two night usage charge will apply.

## **MEMBERSHIP CRITERIA**

Article II, Section I of the Bylaws of In addition, the Board of Directors, for the health, safety and welfare of Sandy Pines, its members, guests and invitees, hereby approves the following language with respect to those members and/or proposed members who have been convicted of a felony that requires registration under Act 295 of 1994, as amended (also known as the Michigan Sex Offender Registration Act) (hereinafter "the SORA").

### **PROHIBITION OF REGISTERED SEX OFFENDERS**

No person convicted of a felony and/or required to register under the SORA ("a registrant"), or any similar statute of any governmental agency, as amended, may permanently or temporarily reside in any home or on any Lot within Sandy Pines for any period of time. This Sandy Pines ("the Bylaws") charges the Board of Directors of Sandy Pines to "establish criteria for admission of members". This prohibition applies to all members of Sandy Pines, and their guests.

If after the adoption of this resolution, a registrant resides in or occupies any home or any Lot within Sandy Pines as an owner, tenant, guest, Associate Member or any other form of possessory interest, the Member and/or Lot Owner must immediately cause the registrant to vacate Sandy Pines. This restriction shall apply equally to all future Lot owners, tenants, residents and occupants in Sandy Pines, as well as any registrant that currently owns any interest or Lot within Sandy Pines.

Sandy Pines shall provide a Lot Owner / Member in violation of this provision with written notice either hand-delivered or sent by first-class mail, which informs the Member he or she must correct the violation within sixty(60) days of the date of the notice. If the registrant does not vacate Sandy Pines within sixty (60) days, then Sandy Pines may institute legal proceedings as may be appropriate to have the registrant removed from Sandy Pines. Sandy Pines shall be entitled to recover its costs and actual attorney fees from the Lot Owner, Member and/or registrant, which shall be added to the Member's dues and/or assessments.

Sandy Pines shall not be liable to any Member, guest, or anyone occupying or visiting Sandy Pines as a result of Sandy Pines' failure or alleged failure, whether negligent, intentional or otherwise, to notify any Lot Owner, resident, occupant or visitor within Sandy Pines of the presence, residency or occupancy of any registrant, or to pursue the removal of a registrant from Sandy Pines.

At its sole discretion, the Board of Directors reserve the right to waive these restrictions as to certain felonies involving non-violent crimes, and/or impose other reasonable accommodations to provide for the safety of the members and their guests. (June 2013)

## **RULES SECTION**

### **I. PARK ENTRY PROCEDURES**

(Amended 10/4/2013, 8/15/2014)

**A. Member, Associate, and Grandchild entry** - To enter the Park the membership must be in good standing and the individual must possess a current membership card and Sandy Pines Vehicle registration sticker.

Member and Associate cards will permit access into all perimeter entrance gates. Associate members and Grandchild, under 18 years of age, cards will only permit access into the Main and Phase Three gates.

The Grandparent (the member/owner) or the grandchild's parent, an Associate member, must be present in the Park when a Grandchild under the age of 18 is present in the Park.

Membership cards can be requested and purchased by the member for themselves, their spouses, any eligible Associate member, or grandchild.

Membership cards are nontransferable. Any person found to have an access card which is not authorized, will have the card confiscated or deactivated. Only the person's name(s) that appear on the card may use the membership card to gain access into the Park.

**B. Guest Entry** - To enter the Park a guest name must be registered by a member/owner of a membership.

1. The Member must purchase the guest pass indicating the guest name, date of arrival, and departure date.
2. Or the guest may enter as a passenger in the member's vehicle without registering.
3. The member must be present during the guests stay within the park.
4. The member agrees to be responsible for the conduct of their guest and is responsible for any damages, injuries, violations or fines. Guests are required to abide by all Park rules.
5. The Park President or Director of Security may refuse admittance or eject any guest whose conduct has been, or is, objectionable.
6. Guests may not bring personal vehicles such as: boats, mini bikes, mopeds, golf carts or other motorized vehicles into the Park with the exception of cars, trucks, motor homes or licensed motorcycles, used as a primary means of transportation. (amended 08/18/17)
7. Illegal Entry: A \$100 fine will be imposed for members that allow illegal entry into the Park by a guest. It is an illegal entry to pick up non-members at neighboring properties and bring them into the park. Some examples of neighboring properties include, but are not limited to, Lake Monterey Golf Course, Scott's Golf Carts, Vacationland, Monterey Pines General Store, Perfect Pizza, etc. (Resolution 081614A)

### **II. VEHICLE IDENTIFICATION REQUIREMENTS**

(Amended 10/4/2013)

Sandy Pines vehicle registration stickers/guest passes can be obtained at the Public Safety Office. The vehicle's registration and the membership card will be required to verify ownership. Only vehicles owned/leased by current listed members, associate members and grandchildren are eligible to receive a Park Vehicle Registration Sticker. The membership card will be required to verify ownership.

**A. Member, Associate and Grandchildren vehicles**

1. Are required to be registered with the Public Safety Office.
2. Must display a current Sandy Pines vehicle registration sticker/pass.
3. Vehicle registration stickers/pass must be displayed in the lower left corner of the windshield.

**B. Guest and Guest camper vehicles**

1. Must display a current dated Park Pass.

**C. Vehicle stickers are nontransferable**

1. Only vehicles owned by current listed members, associates, grandchildren, or guests properly signed into the Park, may display a Sandy Pines vehicle registration sticker/pass.

### **III. SITE USAGE RULES**

(Amended 10/4/2013)

**A. Site**

**1. 180 Day Rule:**

- a. No site shall be used for more than 180 days per year.
- b. Sandy Pines will start counting the use of the Park on January 1st of each year and end the account on December 31st of each year.
- c. Use is defined as any member, associate, or grandchild entering or being on the premises of Sandy Pines, for any amount of time during a day will constitute as use for that day.
- d. The Park may not be used as a permanent residence. The State of Michigan defines a permanent residence, which is occupied more than 180 days at a location.

2. Renting, leasing of a site is prohibited.

### **IV. ACCOMMODATIONS**

(Amended 10/4/2013)

**A. Recreation units**

1. Recreation units are defined as travel trailers, Park Models, motor homes, fifth wheels, pop-up trailers, and truck campers.
2. Only one recreational unit with wheels can be on a site.
3. A second recreational unit may not be placed on the site unless granted permission from the Park President/ Director of Security.

**B. Tents**

1. A member may set up one tent.
2. A member who has no camping unit on his site may set up two tents.
3. Tents may not be set up in the green area or on Sandy Pines retired sites.

**C. Screen Shelter/Picnic Shelter**

A member or guest camper may set up an open sided screen shelter on their site.

### **V. SAFETY & HEALTH**

(Amended 10/4/2013)

The Park may impose restrictions for the safety, health or well-being for persons and property.

**A. Campfires**

1. All fires must be in Park approved fire pits, portable fire pits, or barbecue devices.



2. Must be attended at all times.
3. Fire must be controlled in a safe manner.

**B. Propane Tanks**

1. All propane tanks must be properly anchored with a chain & post, tank stand or trailer bracket.
2. Propane tanks may not be disposed of on Park property.
3. LP tanks 30 lbs. and under from a member's site may be left at a recycle station for disposal.
4. See page 23 for correct placement of tanks.

**C. Hazardous Materials/Safety Concerns**

1. Items that may be a threat to the environment, the safety or health of others, or to property, must be used and stored in a safe manner.
2. Refrigerators or freezers must be in a Park approved enclosed structure. Approved enclosed structures are:
  - a. Trailers
  - b. Porch Enclosures
  - c. Storage Shed/garage
3. Wood burning stoves are not permitted in structures.

**D. Disposal Regulations**

1. Sewage disposal:
  - a. Direct discharge of sewage is prohibited.
  - b. A porta-pottie may not be emptied in the Convenience Centers.
  - c. All sewage or gray water must be emptied at the dump station.
  - d. Members are responsible for any spills or the cost of the cleanup.
2. Trash:
  - a. Members must place all trash or refuse in the Park trash receptacles.
  - b. No member shall bring trash of any kind into the Park.
  - c. Park removal of trash will result in an assessment and violation.
  - d. Large items such as sofas, old carpeting, sheds, and appliances are to be disposed of in a designated large dumpster across from the Ranger Station. Hazardous materials or chemicals such as golf cart batteries or paint may not be disposed of in the Park.
  - e. Garbage, trash and other refuse may not be burned at anytime.
3. Leaf, brush and vegetation disposal:
  - a. Tree limbs and tree trunks may be cut and split into firewood sized pieces less than 24" and may be safely burned in an approved fire pit. Leaves, pine needles, brush and plant vegetation may not be burned.
  - b. Leaves, pine needles, brush, tree limbs, tree trunks and vegetation may not be disposed of in trash receptacles or in green areas.
  - c. Pine needles and leaves must be disposed of in paper bags.
  - d. Leaves, pine needles or vegetation in plastic bags may not be disposed of in the leaf dump. Please use paper bags when disposing leaves and pine needles and vegetation in the leaf dump.
  - e. Park personnel will only pick up properly stacked brush, properly bagged leaves and pine needles.
4. Appliances Disposal:
  - a. Must be from your camping unit within the Park.
  - b. Doors must be removed from refrigerators and freezers.

## VI. CONDUCT RULES

(Amended 10/4/2013 and 10/1/18)

### A. Alcohol/Drugs:

1. Alcohol:
  - a. Alcoholic beverages must be confined to the site only.
  - b. It is the member's responsibility to take action to prevent a minor from having access to alcohol on a member's site or in a member's camping unit.
  - c. Operation of any type or mode of transportation under the influence, or with an open container of beverage containing alcohol, is prohibited.
  - d. Beverages containing alcohol are prohibited on watercraft on Lake Monterey.
  - e. Any person on Park property suspected of violations involving alcohol is required to submit to a Preliminary Breath Test (PBT) upon request of a qualified Security Services Officer. These violations include suspicion of operating any motor vehicle while under the influence including watercraft, being a minor in possession of alcohol, disorderly conduct involving alcohol or other alcohol related violations. Refusing to submit to a Preliminary Breath Test will result in a \$200 fine and 10 points assessed to the site.

### B. Illegal drugs:

1. Illegal Drugs Are Prohibited. Violators will be prosecuted to the fullest extent of the law and will result in suspension or termination of membership.

### C. Children:

1. Children under 18 years of age may not stay in the Park without adult supervision.
2. Children at all times remain the responsibility of their parents or guardians.
3. If the adult supervisor is not on the site, contact information must be available.

### D. Curfew:

1. Curfew is 11:00 PM for persons under the age of 18 years of age, and they are required to be on a membership site which has adult supervision after 11:00 PM.

### E. Pets: (Amended 09/22/2017)

1. A domestic or tamed animal that is kept for companionship or pleasure.
2. Must be maintained and controlled on a leash for both cats and dogs.
3. Members are responsible for cleaning up after their pets.
4. Pet pens, houses, and runs are not allowed.
5. Pets may not be tied or staked in green areas, beaches, or on other sites.
6. The pet must be confined to the member's site when staked or tied up.
7. No pets will be allowed in Sandy Pines buildings unless by special permission.
8. No pets are allowed in designated swimming areas, restricted areas or Flea Markets.
9. Barking dogs that are a nuisance are a violation of the neighbor's rights.
10. Cats left outside are a nuisance and are a violation of the neighbor's rights.
11. The Park reserves the right to eject pets that are a threat to the safety or peace of others.
12. Public Safety Officers have a right to contact Animal Control regarding any animals that are left unattended for more than 24 hours.

### F. Feral Animals: An animal living in the wild that is untamed and not domesticated.

1. Members are not to feed any feral animals outside or inside their trailers or porches.
2. Members are not allowed to feed feral animals on or off season at Sandy Pines. Doing so will result in fines and/or suspension from the park.
3. Feral animals include, but are not limited to, skunks, opossum, raccoons, rabbits, goats, chickens, ducks, stray cats or dogs and any other undomesticated animal.

### G. Conduct:

1. No offensive activities, disorderly conduct, objectionable or disruptive behavior, or nuisances will be permitted.
2. Quiet hours are from midnight to 8:00 am.
3. Verbal or physical abuse, harassment, intimidation, threats, domestic violence or abuse and

- stalking, of members, staff or guests is prohibited.
4. Vandalism in any form is prohibited and members are responsible for all expenses incurred for damages for which they or their guests are responsible.
  5. Theft or unauthorized use of utilities, Cable TV or electric, is prohibited. Persons will be subject to Park fines, and payment for use and fines imposed by local law enforcement or court systems.
  6. Trespassing on other's sites or in restricted areas is prohibited.
  7. Peddling and/or soliciting or leaflet distribution and door- to door sales are is prohibited..
  8. Display of items/goods, business, craft or wares displays are prohibited on site except to sell a auto, golf cart, shed, boat or membership.
  9. Members and guests are not exempted from the enforcement or arrest by any law enforcement authority.
  10. Tampering with Park equipment or utilities is prohibited.
  11. A Member site, which has had a person associated with that site whose access has been suspended or terminated, shall be held responsible if the suspended or terminated person willfully enters park property while the suspension or termination is still in effect, and that entry was without the authorization of the Park President or Director of Security Services. Entry under these circumstances may result in fines of \$250 and ten (10) points being assessed to the Member site.
    - a. A Member site which is found to have a subsequent or second (2<sup>nd</sup>) Offense will incur penalties consisting of a one year membership suspension and \$500 in fines.
    - b. A Member site which is found to have a third (3<sup>rd</sup>) Offense will incur penalties consisting of an immediate request to the Board of Directors for permanent membership suspension.

## **VII. POSTING SIGNS** (Amended 10/4/2013)

Signs may not be posted on Park buildings, trees, or property without Park consent.

### **A. For Sale Signs:**

1. For Sale signs are permitted that are 8 ½ x 11 inches.
2. For Sale signs must be attached to the item that is for sale and must be located at the Member's site.
3. For Sale signs may not be attached to trees or Park property.

### **B. Election Signs:**

1. Candidate, opinion or proposal signs:
  - a. Election signs may be no larger than 18" x 24".
  - b. Election signs may be displayed 30 days prior to the election and must be removed seven days after the election.
  - c. The candidate's name may not appear more than twice on any membership for the advertisement for the election to an organization or Park Board.
  - d. Only the member of Sandy Pines may place a candidate or proposal sign on their site.
  - e. Election signs may be displayed on the member's personal property. Personal property is the member's shed, camping unit, porch enclosure, or vehicle parked on the member's site.
  - f. An election sign may be placed on a member's personal auto or golf cart, provided the sign does not obstruct the vision of the driver.

### **C. Election Flyers:**

1. During elections, persons may discuss issues with members present on their sites. Persons may hand out flyers to those persons present on their site.
2. Persons may hand out flyers for elections in public places, such as Flea Markets or at a gate on the street.

3. Persons cannot hand out flyers or make available political flyers in Park buildings, leave flyers on vehicles or at a membership site, when members are not present.
4. In leased buildings, however, the lessee may determine what literature may be given out or displayed inside their establishment.
5. Individuals running for the Board of Directors, or those campaigning either for or against a proposal, may display signs in the Fourth of July parade.

**D. All Other types of signs:**

1. All other signs must have consent from the Park President or Park Inspector to be displayed.

**E. Identification requirement at voting polls:**

Voters will be required to provide a State issued photo ID to the election officials at the polls.

## **VIII. FIREWORKS, FIREARMS, ARCHERY AND EXPLOSIVE DEVICES**

(Amended 10/4/2013, 6/20/2014, 8/15/2014)

**A. Fireworks:**

1. Fireworks, any explosive or incendiary devices are prohibited, unless specific park approval, for special events such as park sponsored 4<sup>th</sup> of July fireworks from the island.
2. Sparklers used in a safe manner and disposed of properly are permitted under adult supervision.

**B. Firearms:**

1. Discharge of firearms and/or weapons is prohibited, unless specific park approval, for special events such as civil war reenactment.
2. The open carrying of firearms is prohibited. (Resolution 081614B)

**C. Archery:**

1. The use of archery and other projectile devices is restricted to Park President approval.

**D. Explosive Devices:**

1. All explosive devices are prohibited.

## **IX. PARK FACILITIES USAGE** (Amended 10/4/2013)

**A. Park Buildings/Equipment:**

1. A Park facility may be rented and reserved in advance by a member for a private party.
2. Contact Member Services for information on fees, facilities availability, equipment available, required deposits, requirements, and dates available.
3. Alcohol is prohibited in Park facilities.
4. The member is responsible for any damages or cleanup costs.
5. Park property may not be removed from facilities.
6. Smoking is prohibited in Park buildings.
7. Rollerblades, roller skates, skateboards, and bikes are not permitted on tennis or basketball courts, or in Park facilities.

## **X. PARK PROPERTY USAGE** (Amended 10/4/2013)

### **A. Green areas:**

1. Definition: Green Areas are defined as: All land owned by Sandy Pines which is not currently designated as a site, roadway or developed area, and may be used for the enjoyment of all members.

### **B. Green area usage:**

1. Vehicles & personal property:
  - a. Personal property, golf carts, bikes, snowmobiles, mopeds, cars, trucks, boats, storage sheds, beach boxes, other equipment or stored items are not permitted in green areas.
  - b. A Patio, Fire pit, or placement of a picnic table is allowed with the understanding that these items placed in the green area become Park property, and may be used by all members.
2. Golf cart parking lake access areas:
  - a. Areas are designated for golf cart parking for lake access.

#### Phase I:

Beside and behind the Basketball courts. Behind Sites 367, 368, 369, & 370, in designated area, off Winding Way Trail.

#### Phase II:

Behind sites 811, 812, 813, in designated area, off Winding Way Trail.

#### Phase III:

On the south side of the outdoor pavilion in posted area.

#### Phase IV:

West of Okemos Lane along the tree line to the designated parking area. East of Okemos Lane behind the tennis courts.

#### Phase VI:

Walkway between sites D-42 & D-43 and parking area located on Deerfield Trail south of Water Park.

### 3. Lake access for transporting passengers and cargo:

- a. The Park will designate areas in which persons may unload cargo or passengers near the lake. These areas are:
  1. Phase one - Behind the basketball courts in Phase 1 West of the pavilion, and area behind Sites 367, 368, 369, 370.
  2. Phase 2 – Behind Sites 811, 812, 813.
  3. Phase 3 – area Southeast of outdoor shelter.
  4. Phase 4 – Area behind tennis courts and area directly behind Island View Trail along tree line in non-restricted parking area.
  5. Handicapped Golf Cart Lake Access:
    - a. An individual with a Park issued handicapped sticker displayed on the golf cart may be granted permission to park their golf cart or vehicle in the designated handicap parking area at the boat ramp.

# **XI. DESIGNATED PARKING OVERFLOW AREAS**

(Amended 10/4/2013)

## **Overflow parking:**

- a. Overflow parking is provided for members to park vehicles
- b. Overflow parking is not intended for storage or sale of vehicles or equipment.
- c. Boats and trailers may not be stored overnight in overflow parking areas.
- d. The Park reserves the right to permit parking in areas when needed.

### **A. Phase I:**

1. Area north of the Phase 1 ball field in front of the horseshoe pit area.
2. Southeast corner of Tee Pee (outdoor shelter) area next to drive.
3. Tree Haven Circle
4. Beechnut Circle
5. Sunset Circle
6. Monterey Lake Circle

### **B. Phase II:**

1. Site 951 (behind Convenience Center #4)
2. Baybreeze Circle

### **C. Phase III:**

1. Area at the end of Monterey Bay Trail northeast of outdoor picnic shelter.
2. From Site 1000 to playground.
3. From CC#5 to Site 1006

### **D. Phase IV:**

1. Area across the street from the boat launch area.
2. Area north of the Dam on the east side of the road.
3. East of CC#10 - along Chippewa Trail on the East side and North of Iroquois Trail.
4. The inner curve between Cove Drive and Iroquois Trail across from (N-484 - K-16).
5. Pontiac Court
6. Island View court
7. Back side of CC#8 between parking lot and row of pines.
8. Circle areas from Site N-47 & N-44

### **E. Phase V:**

1. The inner curve between Cove Drive and Iroquois Trail (N-484 - K-16).
2. Across from CC#11 between K-84 & K-88
3. Under the Power lines
4. Shawnee Circle
5. Saulk Circle
6. Cherokee Circle
7. Fox Circle
8. Fox Circle from site K-267 to well house.

### **F. Phase VI:**

1. Perimeter areas across from site D-049 to D-121 and D-161 to D-167 not to exceed farther than 30 feet from the Park roadway.

**G. Convenience Center Parking:** (Amended 8/18/2017)

No overflow/overnight parking at the CCs. A \$100 fine will apply if you are in violation.

## **XII. VEHICLE AND TRAFFIC REGULATIONS**

(Amended 10/4/2013)

**A. General rules for Autos, Golf carts, Mopeds, Motorcycles, Watercraft, Snowmobiles and Scooters**

1. All motorized vehicles operated or stored in the Park shall comply with Sandy Pines rules and regulations and State laws and regulations. Have insurance required by Sandy Pines and in accordance with the State.
2. Be driven in a safe manner. Modes of transportation may not be driven in a careless or reckless manner.
3. Display a current Sandy Pines Registration sticker/pass, be operable and be in good condition.
4. Be driven by a person with a valid State operators permit or Park certification.
5. Not be driven in excess of 10 mph
6. Not be operated in areas not designated as roadway or parking.
7. Have detachable mirrors removed.
8. Have all passengers safely seated.
9. Have headlights and taillights, if driven from dusk to dawn. Flashlights are not a substitute.
10. Be parked or stored properly, or may be removed at the owners expense.
11. Not emit excessive sound or create a nuisance.
12. Not block exits, drives, parked on the sites of others or on sites for sale, near fire hydrants, be parked on roadways, block trash receptacles, restrict traffic flow, be parked or driven on beaches or green areas.
13. Report all accidents to the Public Safety Office and/or local law enforcement.
14. Yield to pedestrians. Pedestrians have the right of way.
15. Persons operating a motorized vehicle within the Park are subject to submitting to a portable Breathalyzer test upon the request of a Public Safety Officer or local law enforcement.
16. All-Terrain Vehicle (ATV's), ~~use in the Park is prohibited~~ **Utility Vehicles (UTV's) and Side-by-Side Vehicle use is prohibited in the Park, except for work being performed by the Park or Contractors.**
17. Dune Buggies are not allowed in the Park unless they are licensed and insured for use on Michigan roads/highways. Dune buggies must be driven on roads only in Sandy Pines.
18. Autos, trucks, motor homes, motorcycles must have been registered in the last six months with the State and display license plate.
19. Obey all traffic control signs.
20. Sandy Pines reserves the right to approve or prohibit the use or suspend any member's, associate member's, grandchild's, or guest's use or form of transportation or watercraft, operated within the Park or on Lake Monterey.

**B. Golf cart Rules and Regulations**

Parents/legal guardians, owners of golf carts, and the member assume full responsibility for the safe operation of the golf cart, the visual supervision of the person(s) on or operating their golf cart and any damages to property or person related to the operation of the golf cart within the Park. A parent, guardian or the owner of the golf cart will be required to authorize the youth's operation of a golf cart and sign a hold harmless clause prior to issuance of a youth's golf cart permit.

1. Youth operation:  
Qualifying children, 12 years of age, must complete the safety course given by the Public Safety Office. Upon successful completion, the youth will then be issued a permit to operate a golf cart with

an adult (18 years of age or older). When the youth reaches the age of 13, they can qualify for a license to operate the golf cart by themselves. Children 13 years of age or older, taking the Golf Cart Safety Course for the first time must also successfully complete the Golf Cart Safety Program. Upon successful completion, the youth must drive with an adult for three weeks. After the three week restricted period, the youth may drive the golf cart by themselves.

2. Individual's golf cart licenses may be suspended or revoked by the Public Safety Office as a result of unsafe operation, complaints, violations, careless or reckless driving, accidents or conduct.
3. All golf carts must display the member's site number. The site number must be at least 3" in height on the front and rear of the golf cart, and be highly visible. The site numbers must be a contrasting color with the color of the golf cart.
4. Golf carts must be owned by the member and display a current Sandy Pines registration sticker on the right rear end of the golf cart.
5. Persons must be properly seated and may not stand on the golf cart when in motion. Feet and legs must be inside golf cart while in motion. Passengers may not sit on the laps of drivers. Seating is limited to the capacity design of the golf cart, as determined by the manufacturer.
6. No more than two golf carts per membership. (Amended 5/16/2014)
7. Effective January 1, 2015, Must have \$300,000 or more liability insurance. (Amended 5/16/2014)
8. The height of a golf cart shall not be altered to exceed 20" from the ground level to the top of the golf cart floorboard. Three wheeled golf carts may not be raised.
9. Rental carts must be driven by persons at least 18 years of age with a valid operator's license.
10. Golf carts may not be driven on state or county roadways. Local law enforcement may issue citations and/or impound golf carts driven outside the Park on County and State roadways.
11. Rental golf carts may not be driven in the nature trails.
12. Rental carts may be confiscated or returned to the rental vendor for underage drivers, careless or reckless driving, violations, accidents, conduct, and for failure of the operator to comply with Park rules.
13. Individuals operating rental carts that have violations may not operate the rental cart within the Park until the fine is paid.
14. Golf carts are not permitted in the nature trails.

### **C. Moped Rules and regulations**

1. Moped is defined as a two wheeled vehicle which have: a motor with no more than ~~50~~ 100 cc piston displacement; no more than two brake horsepower; does not have a gearshift; and not have a top speed of over 30 mph.
2. A State operator's license is required to operate a moped at Sandy Pines. All children who do not have a State driver's license must have a State moped license. **Moped must be licensed with the State.**
3. Only one person may be seated on a moped.
4. All mopeds must display the member's site number. The site number must be at least 2" in height on the front and rear of the moped, and be highly visible. The site numbers must be a contrasting color with the color of the moped.
5. Must have \$100,000 liability insurance.
6. Individual Moped Driving privileges may be suspended, as well as have the moped confiscated by the Public Safety Department. The moped may be reclaimed after a conference with the Park President.

### **D. Motorcycles**

Motorcycles will be allowed at Sandy Pines under the following conditions:

1. Motorcycles must be equipped and licensed for highway driving.
2. Motorcycles may not emit excessive sound or create a nuisance.
3. Must be driven on roads within the Park and be used for transportation purposes only. No trail riding.
4. The operator of the motorcycle must have a State operator's license and a cycle endorsement.



5. Mini-motorcycles, pint-sized motorcycles, and pocket rocket bikes will not be allowed to be driven in Sandy Pines Resort.

#### **E. Snowmobiles**

1. Must be operated on Park roads, designated snowmobile trails and Park designated areas.
2. Must be driven in a safe manner and comply with Park speed of 10 mph.
3. May not emit excessive sound or create a nuisance.
4. May not be driven across sites, on recreational facilities or in green areas.
5. Operators must have a State operator's license or State issued snowmobile safety certificate.
6. Snowmobiles may be confiscated for violations of Park rules. Snowmobile will be released to the member after a meeting with the Park President.

#### **F. Bicycles**

1. Must obey all traffic regulations within the Park.
2. Must have a front headlight and rear reflector, if used from dusk to dawn.
3. Must be parked in bike racks when provided.
4. May not be parked on sidewalks, near building entrances and exits, or block drives. Are not permitted in buildings.
5. May not be towed by other means of transportation.
6. Bicycles may be confiscated for violations of Park rules. Bicycles will be released to the member after a meeting with the Park President.

#### **G. Scooters**

1. Two wheeled scooters with a seat and a motor will be allowed. All drivers must have a state moped license or a state driver's license.
2. Only one person may be on the scooter.
3. All scooters must display the member's site number. The site number must be two inches in height on the front and rear of the scooter.
4. All scooters must have \$100,000 liability insurance and have a Sandy Pines registration sticker on the rear bumper.
5. Individual scooter driving privileges may be suspended as well as the scooter confiscated by the Public Safety Office. The scooter may be reclaimed after a conference with the Park President.

### **XIII. WATERCRAFT REGULATIONS**

(Amended 10/4/2013, 05/15/2015)

#### **A. Boat Ownership**

If a member had two motorized watercraft as of May 17, 1996, the member is permitted to keep both. However, when a member sells his or her watercraft, they will only be permitted to have one motorized watercraft in the Park. Their other watercraft must be non-motorized.

- a. All new members after Feb. 1, 2005, may have only one boat w/water registration and one boat stake.
- b. Paddleboards are not considered to be a boat. No sticker required.

#### **B. Length permitted:**

1. Watercraft may not exceed 20' in length with the exception of a pontoon boat that may be 24' in length.
2. The length indicated on the State Registration form will determine length and classification.

#### **C. Registration:**

1. Watercraft stored in the bullpen, on the site, and on Lake Monterey must be registered each year with Sandy Pines and display a current watercraft sticker.
2. Watercraft, including non-motorized boats, canoes, kayaks, paddleboats, and row boats being used

on Lake Monterey, must have a registration number issued by a State, to obtain a Sandy Pines water registration sticker, in order to retain a boat stake. The number must be displayed on the craft for identification purposes. Non-motorized watercraft, such as canoes, kayaks, paddleboats and single or two person sailboats, do not need registration numbers issued by a State if the watercraft displays a Sandy Pines land registration sticker and the member's site number, at least 3" high and highly visible, on the right rear corner of the vessel for identification.

3. Effective 6-12-09 all members may have one motorized boat and two non-motorized boats, (such as kayaks, paddleboats, canoes, single or two person sailboats.) These additional non-motorized boats must have Sandy Pines Land stickers and member numbers displayed. The price of such watercraft sticker permit shall be the same as the golf carts. (Amended 7/12/2013 Resolution 0171213A)

**D. Three types of Sandy Pines watercraft registration stickers are available to Members:**

1. **A Land registration sticker:**

This registration sticker permits the member to store the motorized watercraft on his/her site or the bullpen, when not in use. A watercraft with a Land sticker may not be stored in the green area or on the beach.

2. **A Water registration sticker:**

This registration permits the member to park the non-motorized watercraft at his/her registered boat stake or dock.

3. **A Non-motorized Water registration sticker:**

This registration is for kayaks, paddleboats, canoes and rowboats and permits the member to park the non-motorized watercraft at his/her site or the bullpen, when not in use.

4. Watercraft stickers are to be securely affixed and displayed on the right rear end of the watercraft above the high water mark and highly visible.
5. Must be registered in accordance with the State of Michigan's guidelines.

**E. Who may operate a motorized watercraft:**

1. Persons 12-15 years of age may operate a watercraft of six horsepower or more that have a State issued boating safety certificate or accompanied on board by a person at least 16 years or older.
2. Persons 16 years of age or older may operate a watercraft.

**F. Watercraft rules and Regulations:**

1. Boat owners must observe boat safety rules and regulations published by the State of Michigan and the U.S. Coast Guard.
2. Boat racing is prohibited.
3. No houseboats are permitted, nor may anyone sleep overnight on a boat.
4. When operating a motor driven boat on the lake, move in a counter clockwise direction around the lake.
5. Sailboats have the right of way at all times.
6. Watercraft must be operated in a safe manner.
7. Watercraft must stay at least 100 feet from shoreline, swimming areas, and moored boats.
8. No powerboat may exceed 10 mph before 10 am and after 8:30 pm. No boat may exceed a speed of 35 mph at any time.
9. Guests and vendors may not operate their watercraft in Lake Monterey Watercraft must be owned by a member to be operated in the lake.
10. Hydroplanes, jet boats, Sea-Doos, Wave Runners, or other watercraft which are powered by a motor using the principle of water coming through tubes are prohibited. Watercraft must be propelled by an external propeller.
11. Alcohol and operation of a watercraft under the influence is prohibited.
12. Flotation Devices: Each person onboard a watercraft must have a Coast Guard approved and proper type of flotation device. The flotation device must be in good and serviceable condition, and readily

accessible and properly sized for each person on board. Children under six years of age are required to wear a Type I or II personal flotation device when riding on the open deck of a watercraft.

13. Lake is under the control of the State of Michigan:

All members who operate any watercraft on Lake Monterey are advised that the lake surface is under the control of the State of Michigan. The Park's liability insurance is not extended to members operating watercraft. Each member of Sandy Pines is responsible for securing proper liability insurance for watercraft operated on Lake Monterey. Members are required to sign a disclaimer form which is proof Sandy Pines has advised the member of their liability insurance responsibility. The disclaimer form must be signed before a watercraft registration sticker will be issued.

14. Watercraft must have proper lighting to be operated after dark.

15. No Wake Zones: Watercraft in Park designated no wake zones must be operated at a speed of less than 5 mph, or in a manner that does not cause a wake. No wake areas are designated by buoys or markers on the East end of Lake Monterey, Sailboat Cove, Channel to Sailboat Cove, Channel to Phase 3, Phase 3 section of Lake Monterey, Phase 6 section of Lake Monterey.

16. Watercraft must stay at least 100 feet from a scuba diver's flag. Divers must have a flag above water indicating the area in which they are diving. The diver's flag must be in compliance with US Coast Guard requirements.

17. Sandy Pines reserves the right to approve or prohibit use of any watercraft operated on Lake Mont.

19. Water Skiing & Pulling tubers:

- a. Water skiing is permitted from 10:00 am to 8:30 pm.
- b. The driver of a watercraft pulling a tuber or skier must have a competent observer.
- c. Powerboats must remain at least 100 feet from buoys and markers indicating restricted areas.
- d. Powerboats must remain at least 100 feet from moored boats and swim areas.
- e. Ski starts and stops may not start or end at a boat dock.
- f. No kites, jumps or slalom courses are permitted without approval of Park President.
- g. A watercraft may only pull a maximum of three (3) tow lines at one time, with a maximum of six (6) people.

20. Boat parking:

- a. Boat stakes in front of lake front sites are spaced approximately forty feet apart.
- b. Boat stakes in front of green areas are approximately ten feet apart. Boat docks are not permitted at these boat stakes.
- c. Sandy Pines will mark, determine and designate boat stake locations.
- d. Each boat stake will be issued a number to indicate its location.
- e. Each boat stake in front of lake front sites will have a right side and a left side to park a watercraft on each side. Left and right is determined as you face the water.
- f. Boat stakes may be no further than three feet from the high water mark on the water side, and no further inland than the high water mark.
- g. Boat stakes must be 4" X 4" or 3" x 5" treated lumber and be a maximum of six inches above the ground. Boat stakes may not be metal posts or stakes.
- h. Members are required to renew the boat stake for usage each year by March 15<sup>th</sup>, with Member Service to park the watercraft at the specific boat stake. Members who have expired State registrations for their boats, this includes non-motorized boats, have until June 1st to get an updated copy to Member Service to retain their boat stake.
- i. Watercraft parked on the lake must be parked at the member's designated boat stake.
- j. Members may only attach watercraft which has been registered with Member Services to their designated boat stake.
- k. Placement of docks in front of lake front sites requires a permit for the placement of the dock. Docks must have two watercraft assigned and registered with Member Service. See permit section for dock construction guidelines.

- l. Only Sandy Pines Management reserves the right to retire boat stakes, alter the location of a boat stake, add additional boat stakes, remove boat stakes, or change boat stakes.
- m. Sandy Pines reserves the right to move docks or watercraft found to be improperly parked or stored at the owner's expense.
- n. Boat stakes are transferable to the new membership at the time of closing.
- o. Boat lifts are not permitted.
- p. Canoes must be parked at a registered boat stake or kept on the member's site or stored in the bullpen. Paddleboats, rowboats, and canoes may not be pulled up and left on the beach or green area.
- q. Registered paddleboats may be parked on the same registered boat stake as your other registered watercraft in the following areas:
  - Phase 3 - boat stakes 3001-3023 and boat stakes 3035-3050
  - Phase 4 - boat stakes 4082-4117
  - Phase 5 - boat stakes 5023-5080
 The paddleboat must have and display a current water sticker.
- r. All watercraft accidents must be reported to the Public Safety Office.

## **XIV. Lake, Pool, Beach and designated Swimming area regulations** (Amended 10/4/2013)

Parents or guardians are responsible for the safety, supervision, and conduct of their children while swimming in the lake or pool. All persons swim at their own risk, at all times, even when there is a lifeguard present.

### **A. Lake Regulations:**

1. Lifeguards and Park staff have full authority over swimming in the lake and pools, and their instructions must be obeyed.
2. No person may swim in the lake alone, including the beach areas. Children under 12 years of age are not permitted in the lake without adult supervision.
3. All floating devices must stay within 100 feet of the shoreline.
4. Scuba divers must remain within 100 feet of the shoreline during the times water skiing is permitted. Scuba divers must display a US Coast Guard approved flag indicating a dive in the area of dive activity.
5. Private beaches are not permitted.

### **B. Pool Regulations:**

1. All children under 12 years of age must have adult supervision when in the pool.
2. All swimmers must take a shower before entering the pool. Failure to do so is cause for expulsion.
3. Only persons wearing proper swimming attire will be permitted in the pool.
4. Persons with long hair must wear a bathing cap or have their hair in a ponytail.
5. Pools will not be open to swimming without a Park lifeguard on duty except the Adult Pool.
6. No pets, food, gum, glass, breakable objects, smoking, or beverages are permitted in the pool.
7. All persons in the pool area must abide by Park rules, posted rules and obey the lifeguard on duty and Park staff.
8. No person with a communicable disease or infectious condition such as a cold, skin eruption, or open blisters, will be permitted in the pool.

9. Babies and untrained toddlers must wear swim diapers.
10. Shoes must be removed before entering the pool area.
11. Use of the pool after consumption of alcohol is prohibited. Lifeguards or Park staff may deny the use of the pool to any person(s) suspected of being under the influence of alcohol or drugs.
12. Running, pushing, unauthorized diving, flips, hanging on divider ropes, sitting on anyone's shoulders, or other dangerous rough play or unsafe activity, is prohibited.
13. Sandy Pines reserves the right to deny the use of a pool to anyone at any time. The lifeguard(s) on duty will restrict additional individuals from entering the pool when the maximum capacity has been reached at any Park pool.
14. Cell phones with camera devices or any other camera type device is prohibited in locker rooms, Park restrooms or shower areas.

**C. Beach regulations:**

1. Posted rules or notices must be obeyed.
2. All trash must be placed in trash receptacles.
3. Picnicking and fires are not permitted.
4. Breakable objects are not permitted.
5. Pets are not permitted in designated swimming beach areas.
6. Beach areas and the lake may be closed at the discretion of the Park Management for health or safety reasons.

## **XV. Fishing regulations**

(Amended 10/4/2013)

1. A State fishing license is required to fish in Lake Monterey.
2. State of Michigan fishing rules, regulation and laws pertain to Lake Monterey and must be followed.
3. Fish from other lakes, rivers or streams may not be deposited into Lake Monterey.
4. Fishing is not permitted in designated swim areas.
5. Live minnows and other live fish may be used as bait if from Lake Monterey.

## **XVI. Bullpen Storage**

(Amended 10/4/2013)

- A. Rental space is available to store an item in the bullpen. A rental agreement must be obtained from the Member Service Office. The item stored will be assigned a specific space.
- B. All stored items must be properly registered, have applicable registration stickers, have proper site numbers, liability and property insurance coverage. Copy of these items must be presented when registering for storage.
- C. All items must be operable, moveable, and in good repair. If the stored item is not on wheels (Boats, Snowmobiles, etc.) it must be kept on a trailer with the exception of pontoons. All items in the Bullpen must be member owned and must meet all guidelines set forth in the Rule Book.
- D. While the Public Safety Office patrol will cover the bullpen area, it must be understood that the Park will not be responsible for theft or vandalism of anything stored in this area.

- E. If a rental agreement falls delinquent the Park reserves the right to take action to remove, dispose of, or to take legal steps to gain ownership and sell the item.

## **XVII. RULES ENFORCEMENT** (Amended 10/4/2013, 8/15/2014, 9/19/14)

### **A. Authority**

1. The Bylaws have been set by the members of the Park. The Bylaws are considered the constitution of the Park and can only be changed by a vote of the members. The Bylaws set the general definitions for the operation of the Park and list the authority given the Board of Directors and the Park President.
2. Board of Directors:  
The Board of Directors are elected members of the Park who set the policies and rules to run the Park. A Board Member serves a three year term when elected. Information on becoming a Board member can be found in the Bylaws.
3. Park President:  
The Board of Directors hires the Park President to carry out the policies and rules that they have put into place to run the Park. The Park President is also responsible to enforce the policies and rules set by the Bylaws.

### **B. Penalties**

1. Violations are issued toward memberships.
2. Violations have a predetermined minimum amount of point(s) and fine(s) for a specific type of violation. Fines can be paid at the Public Safety Office or, youth under 18 years of age, may settle fines by doing unpaid, supervised, community service work instead of paying cash. Community service work must be arranged through the Public Safety Director within seven days of the violation.
3. Violation points are issued toward a membership for 12 months from the date of issuance of the violation(s). Memberships accumulating six (6) or more points in a 12-month period may have action taken against their membership, which may include assessments, probation, fines, suspension or termination.
4. The fine amounts for violations are subject to periodic review and change. A current schedule of fines is posted prominently at the Public Safety Office.
5. The Park also reserves the right to deviate from these guidelines, when appropriate, in the judgment of the Park. In addition, the Park may impose other forms of discipline including, but not limited to, informal counseling, formal reprimand, written reprimand, probation, fines, special assessments for damage in order to take corrective action, suspension of privileges or termination of membership. The appropriateness of the penalty in any particular case will be determined by the Park President, based on his/her judgment as to the seriousness of the offense, the member's past record, and other relevant circumstances.

### **C. Enforcement**

The Park President and his Designee(s) have authority to impose any of the disciplinary actions against any member, when appropriate in the judgment of the Park President. Disciplinary action may be imposed on Associate members and Guests, as well as Members, and against a member for conduct of Associate member's children, grandchildren and guests. Approval will be required before the Park President suspends membership privileges or terminates any membership except that, in conference with the Board

Chairman the Park President may issue a temporary suspension until a hearing is scheduled before the Board of Directors.

**D. Arbitration** (Amended 8/15/14 Resolution 081614C) (Amended 9/16/16 Resolution 091616A)

D. Arbitration (This arbitration procedure is only applicable if you have been issued a violation)

1. A member has ten (10) calendar days from date of notification to contest a violation.
  - a. Violation issued by the Public Safety Office -- Notification to member is immediate upon issuance of a ticket. Fines and points are assessed to member account.
  - b. Violation issued by the Park Inspector -- Member has ten days after the statement date to file for arbitration. Statement date is noted on the invoice/billing notice.If the violation in either case noted above is not contested in ten (10) calendar days of notification, the fine and/or points will remain on the member account.
2. If the member wishes to contest a violation, the member will be required to complete a legible "REQUEST FOR ARBITRATION FORM" indicating the violation, fines and/or points and reason for the objection. Member can obtain the required form at the Sandy Pines Administration Office, the Public Safety Office, Park Inspector Office at the Retail Center OR from the Sandy Pines website. All completed forms must be turned in to the Sandy Pines Administration Office. The Office will notify the Chairman of the Rules Advisory Committee.
  - a. There will be an arbitration filing fee of \$50. This fee will be charged to the member account when the arbitration filing is requested.
  - b. The Arbitration Sub-Committee will be made up of three (3) members - two (2) from the Rules Advisory Committee **and one member at large from a pre-approved list from the Board of Directors.** ~~but cannot include the Chairman and one (1) member from the at large list which must be approved by the Board of Directors. The sub-committee shall be appointed by the Chairman of the Rules Advisory Committee. The Chairperson of the Rules/Arbitration Advisory Committees will appoint members to the arbitration panel as determined on a case by case basis. Additionally, the Chairperson may sit on the panel as one of the two Rules Advisory Committee appointees, as determined.~~
  - c. The Arbitration Sub-Committee shall within ten (10) calendar days of receipt of the arbitration form notify the member of a hearing date and time. Notification will be made using email or telephone call to phone number currently on record at Sandy Pines. One approved adjournment for just cause shall be granted either party. Approval for one adjournment shall be at the discretion of the Arbitration Sub-Committee. **Any citations issued during the off season will be arbitrated at the start of the new season. Off season is October 15 through April 15.**
  - d. At the hearing, evidence/testimony from all parties involved will be heard. Hearing will determine if violation will be upheld or dismissed, and a decision will be rendered at that time.
  - e. If the decision is rendered in favor of the member, the violation, fine/points, and filing fee will be removed from the member account.
  - f. If the Public Safety representative or Park Inspector fails to appear, the violation will be dismissed and the violation, fines/points and filing fee will be removed from the member account.
  - g. If the member fails to appear and complainant appears, the violation, fines/points stands as issued.
  - h. If neither appears, the case is dismissed. Filing fee remains charged to member account.
  - i. The decision of the Arbitration Sub-Committee shall be final without further appeal. Decision will be given at the conclusion of the hearing.
  - j. The Arbitration Sub-Committee is unable to make any adjustments in fine amounts.

# HANDBOOK

## PERMITS EDITION

### SANDY PINES PARK REGULATIONS

**No structure may be built or placed on a campsite except as permitted in this Handbook.**

Permits are necessary to assure all members the right to enjoy their membership and to retain our legal status as a campground. The permit items set forth in this Edition are for the benefit of Sandy Pines as a whole. The Park Inspector will issue all permits uniformly. Failure to obtain a permit will be in violation of this Handbook and will result in a fine. It should be understood that when a dispute occurs with the Park Inspector, the Park President will be called upon to settle said disputes.

The Park Inspector has authority to:

1. Approve contractors.
2. Determine whether there has been a violation of any rule or the terms and conditions of the permit by a contractor or member.
3. Order corrective action to be taken if, in the opinion of the Park Inspector, there has been a violation of any rule or the terms and conditions of the permit by a contractor or member.
4. Impose fines on a contractor or member for violation of any rule, or the terms and conditions of a permit.
5. Suspend a contractor's privileges to do any work in the Park.
6. Withhold permits and take such other action with respect to contractors as the Park Inspector believes is necessary or appropriate to enforce the rules or the terms and conditions of a permit.

### SECTION I: Definition of Terms

(Amended 10/4/2013, 9/19/14)

#### A. Grandfather Policy: (Amended 9/19/14 and 10-1-18)

1. Violations **pertaining to revised, or of new Sandy Pines rules may not be grandfathered under certain terms of this policy.**
  - a. Any rule changes for the purpose of compliance with MDEQ Campground Rules will take effect immediately upon Board approval.
  - b. Non-compliant MDEQ rule circumstances may not be subject to the Grandfather policy as determined by MDEQ.
2. If a grandfathered trailer, deck, **gazebo, pergola** or shed is replaced, then that item must be brought into compliance **with MDEQ mandated campground rules.**
3. If the membership is transferred; any prior granted Grandfather clause will remain in effect, **with the exception of MDEQ mandated non-compliant issues. If there is a Sandy Pines rule change that has created the ability for a grandfathered non-compliant park issue,** but the new member must be made aware of the grandfathered violations and the policy, in point one, above.
4. All Federal, State, County, Township and **MDEQ** rules and regulations must be followed and will override a grandfathered item.

#### B. Contractor:

Contractor is an individual or firm who is properly registered with Sandy Pines to perform the necessary items needed to complete a permit.

#### C. Permit: (Amended 09/22/17)

Is the official document of Sandy Pines that is needed to do specific work in Sandy Pines. Permits are exclusively issued by the Park Inspector. Any violations of this permit will require immediate removal of said construction.



#### D. Setback:

The area in which you may not place a camping unit or any other structures attached to them. Setback is 4' from the side and back lot lines and 10' from the road. (see diagram on page 43).

## SECTION II: Site Development & Regulations

(Amended 10/4/2013) (Amended 6/23/17)

#### A. Sites

1. No permanent structure may be built or placed on a campsite.
2. The size and shape of Sandy Pines sites vary greatly but these regulations apply to all.
3. The boundary stakes are not to be removed by members. This violation could result in termination or suspension of membership.
4. All camping units and structures attached to them may not be placed in setback.
5. Trees, grass, flowers, and shrubs may be planted in the setback area.
6. Any green area development will require a work permit approved by the Park President and/or Park Inspector. The Park President and/or Park Inspector have the authority to require correction or removal of any construction approved by a permit when work is not done properly.
7. Clean Up of Sites: The Park President, Park Inspector or their designee, has the authority to require any unsightly site to be cleaned up and maintained to a standard as required by the park rules. This shall include but is not limited to:
  - \_\_\_ PARK MODEL/TRAILER/CAMPING UNIT OF ANY TYPE: Excessive dirt, mold, mildew, moss, stains, leaves/branches on roof, rain gutters with vegetation visible.
  - \_\_\_ PORCHES: Excessive dirt, mold, mildew, moss, stains, leaves/branches on roof, rain gutters with vegetation visible.
  - \_\_\_ DECKS: Excessive dirt, mold, mildew, moss, leaves/branches on decking.
  - \_\_\_ GARAGES/SHEDS/TENT STYLE SHEDS: Excessive dirt, mold, mildew, moss, stains, leaves/branches on roof. No holes or rips in the tent material, collapsed sides or roof, broken zipper or tarps for roofs.
  - \_\_\_ YARDS: Excessive leaves not picked up, branches left laying on ground, grass/weeds over 6" tall.
  - \_\_\_ TRASH ON SITE: no old batteries, tires, garbage bags laying in yard or on deck, lumber, used windows, weathered/frayed tarps, bricks/blocks, etc.
  - \_\_\_ VEHICLES/BOATS/TRAILERS: This section includes any type vehicle/floating device/trailer that is required to be registered by any state and/or Sandy Pines Wilderness Trails. Any motorized vehicle including golf carts, cars, mopeds, etc. and boat/utility trailers must be in proper running condition, including no flat tires.
  - \_\_\_ TRAILER OR PORCH must have tarps off roof by June 10th.
  - \_\_\_ GREEN AREA: Storing items in the green area is prohibited.
  - \_\_\_ COMMENTS/RECOMMENDATIONS: Inspector will handwrite on Site Violation Checklist, however, will NOT be considered key violations.

For the purposes of the site checklist, excessive is defined as visible from a reasonable distance, i.e., the road or pathway. This does not preclude the site inspector from on-site inspections if deemed necessary.

This clean up shall be finished and up to standards as described above by June 10 of every year. All sites shall be maintained throughout the summer season from June 10 thru Labor Day, every year, to the aforementioned standards. After June 10, any site found in violation will be issued a violation ticket, a list of Sandy Pines approved contractors (or you may clean it yourself), a copy of the "Clean-up of Sites" rule, a completed Site Violation Checklist, and a \$100 fine will be assessed against the site. Notification of the violation and copies of these documents will be provided to the member per your contact information in the SPWT member records (preferences include either mail, e-mail or alert process). Member must provide photo proof showing the violation has been corrected to stop the violation process. If the violation has not

been corrected within 14 calendar days of the first violation notice, a second violation notice will be issued that carries a \$200 fine, plus two (2) points added to member account. If it is still not corrected within another 14 calendar days, the member's Sandy Pines member cards will be suspended until such time that the site has been satisfactorily cleaned, and an additional two (2) points will be added to member account. Every 14 calendar days thereafter, a \$200 fine and two (2) points will be added to member account. It is the responsibility of the member to insure their site is kept to standards. The fact that this Rule section has been adequately advertised to the entire membership via TV, Footprints Publications, etc. shall serve as proper notice to all members of the site clean-up requirements and/or site clean-up date. Sandy Pines will not employ private contractors to perform site clean ups for any member sites.

8. Care of Yards: All yards must be mowed and raked by June 10 each year. Lawns must be maintained throughout the season and grass and weeds kept cut to a length no longer than 6 inches. Failure to comply will result in the same fine system as listed in paragraph (7). Photo proof shall be provided to the Park Inspector to halt fine procedure. (Amended FEB 2017)
9. Tarps: Tarps are not permitted on trailers from June 1st to October 15th.
10. Tarps and Other Covers: Tarps and other coverings must be anchored to an item or the ground and cannot Be supported by any means other than object protected.

#### **B. Camping Units:**

1. To measure a camping unit for placement on a campsite, the following applies: If the tongue is removable the camping unit will be measured from the bay window or portion of the camping unit that protrudes the most (the roof soffit is not to be included) to the four (4) foot setback; if the tongue is not removable, the camping unit will be measured from the ball on the tongue to site line, and from the bumper on the rear of camping unit to site line.
2. All camping units entering the Park must be inspected. No camping unit will be allowed to enter the Park unless:
  - a. It carries a RVIA or RPTIA seal and/or the ANSI 119.2 and ANSI 119.5 code construction.
  - b. Manufactured less than 20 years before application to be allowed into the Park and possessing vinyl siding and an OEM double sloped roof consisting of a 3:12 pitch or greater on some portion of the roof and no less and 1:12 on any other part of the roof area.
  - c. Any Park Model unit over 20 years old purchased from a dealer may be allowed into the Park if said unit meets the requirements set forth in 2a and/or 2b and has been inspected to include but not limited to visual, structural, mechanical, electrical, plumbing, gas and heating.
  - d. Any Park Model unit over 20 years old and purchased from a private party or sale must be inspected by a licensed inspector and meet the requirements set forth in 2a, 2b, and 2c above. All problems found must be repaired and the inspection sheet must be presented to the Park Inspector and kept on file. (Amended 7/12/13, Resolution 071213B)
3. Camping units, more than 20 years old or not carrying the RIVA or RPTIA seal or the 119.2 or 119.5 code, may be moved in the Park from one site to another, if inspected, to be assured The unit has a marine stool, holding tank, a gas water heater, and is in good general appearance.
4. No additions to camping units more than 20 years old, will be granted unless they meet the requirements set forth in number 3. (See above).
5. Camping units are to be built on a single chassis, not to exceed 400 square feet. Camping units are to be measured at the largest horizontal projections when erected on site. This includes siding or exterior finish, but will not include corner trim, eaves, porches and other similar protrusions. Overhang may not exceed more than 24 inches on the ends and no more than 12 inches on either side. A camping unit may have vinyl siding and a seal tab type roof.
6. A marine toilet is required and the holding tank may not exceed 50 gallons.
7. Appliances: No electric water heaters, electric stoves, convection ovens, washer/dryer, garbage disposals,

- dishwashers or hot tubs are allowed. Water heater limited to no more than **16** gallons.
8. No converted school buses or homemade vans will be permitted in the Park.
  9. A camping unit placement will not be approved if the unit does not conform to all regulations.
  10. Hitches removed: All hitches removed from RV's must be stored under the unit. Wheels and tires must remain on the axle.

### **SECTION III: Items Requiring Permits**

(Amended 10/4/2013, 9/19/14, 05/20/16)

All site development and/or structures permitted under this section require a permit issued by the Park Inspector. The Park Inspector may adopt application and permit forms to administer the provisions of this section. Permit application processing will require (7) seven to (10) ten working days. All applications for permits must be accompanied by a list of materials to be used, and drawings for the structure indicating the outside dimensions, and sufficient detail of the structure to determine whether it will comply with these rules. All structures must be built in accordance with the permit, approved drawings and lists of materials. The Park Inspector may order the member to take such action as is necessary to conform the structure to the permit and approved drawings and list of materials, or removal of any construction approved by a permit when the work is not done properly. All structures will be subject to applicable building codes and each member or contractor is responsible for complying with them.

**A. Camping Units:** A site staking is required for placement of all units.

**B. Storage Sheds:** Sheds may vary in size and shape, materials must be approved by Park Inspector, but construction must follow these guidelines:

1. The shed siding may be made of exterior grade or treated wood, or it may be constructed with aluminum or vinyl siding. If aluminum or vinyl siding is used, it must be backed by plywood sheeting or exterior grade sheeting. Pre-manufactured sheds are also allowed. Sheds are to be used for storage only.
2. The roof must be seal tab shingle or an asphalt rolled roof. Vinyl clad metal or resin/polymer roofs are permitted. The roof must be constructed so there is no less than 2" of fall per foot.
3. The maximum outside limits:
  - a. Option 1: 8½Wx10½Dx8½H (or 10½W x8½D x8½H) maximum, if a Golf Cart Shelter is also erected (see Permits Section III-L).
  - b. Option 2: Either one or two sheds totaling no more than 200 square feet. Under this option, a canvas or vinyl Golf Cart Shelter is not permitted. Maximum overhang on allowed sheds is 6½" on all sides. Drip edge is not figured in this calculation. Sheds will have a maximum side wall height of 8' and maximum roof height of 10'. Drip edge is not figured in this calculation.

Sheds are to be erected on level ground. Landscaping blocks, patio pavers or treated wood must be used uniformly around the perimeter of the finished shed. The sides, front and rear of the finished shed(s) must not be higher than 4" above the ground.

4. Color of shed should blend with site development.

5. A storage shed must be set 2' from the side lot lines and 2' from the rear lot line and at least 8' from the road.

6. Members shall locate recreational units or other structures, such as sheds and awnings, to provide an unobstructed path which is not less than 4' wide and which extends completely around the recreational unit.

7. All approvals shall ensure that a permanent structure requiring footings is not located on a campsite.

Permit must show accurate placement on site. Replacement sheds require permits and must meet current setback requirements.

**C. Seepage Pits:**

Construction is controlled by the State of Michigan, thus improper construction and/or use could result in a fine and suspension or termination of membership. Remember, the holding tank valve must be closed at all times except when in winter storage mode. The following information provides the member with guidelines needed to do the work correctly.

1. Any unit connected to water must have an approved seepage pit.

2. Use a 50 gallon metal or plastic drum with 1/2" holes drilled in bottom and halfway up on side. Holes should be no more than 5" apart.
3. The hole must be dug so it will accommodate the drum with 6" of 1 inch stone all around and 12" of stone at the bottom.
4. The top of the drum must be at least 12" below the surface of the ground when installed.
5. A maximum 1 1/2" vent pipe and a maximum 1 1/2" waste water pipe must be used.
6. No seepage pit shall be constructed:
  - a. beneath any recreational vehicle.
  - b. within 10' of any water main or service.
  - c. within 75' of any well.
  - d. within 100' of surface water.
  - e. within 4' of water table.
  - f. within any parking area.
7. See diagram on seepage pits on page 42.

**D. Firepits:**

1. Firepits may be constructed of stone, brick, cement blocks or metal.
2. Safety area around pit must be of non-burnable materials and have a 5' radius measured from outside edge of pit.
3. See diagram on firepits on page 42.

**E. Retaining Walls:**

Retaining walls may not obstruct the view of neighboring sites and must compliment the Park's aesthetic value.

1. The permit request must provide a list of materials, a map showing placement in green area, etc.
2. A complete drawing showing detail described above must be submitted.
3. All wood must be wolmanized.
4. Posts must be 4 x 6 placed 4 foot on center. Wall material must be 6" tongue and groove.
5. The cap board must rest on top of the post and wall boards, and be 4 x 6 material.
6. The retainer cables must be no less than 1/4 inches set every 8 feet.
7. Steps must be of 2 x 8 and 2 x 10 material.

**F. Tree Removal:**

1. Trees 4" in circumference or smaller do not need a permit.
2. Ribbon for marking trees to be removed may be obtained from the Park Inspector's Office.
3. Reason for removal must be stated on permit.
4. Person who will be removing trees must be identified. Person removing trees must carry liability insurance, except for member.
5. Dead and damaged trees on a members site will be their responsibility.

**G. Fence Construction:**

1. The type of fence desired must be indicated, chain link or wire mesh fences are not allowed.
2. The purpose and location of the fence must be indicated.
3. No solid fences are allowed. Fences may not exceed forty-eight (48) inches in height.

**H. Water Lines:**

1. All underground water lines are required to be of approved construction material bearing the seal [N.S.F.] and a minimum pressure rating of 100 P.S.I. No garden hoses are permitted underground.
2. Members are responsible for proper maintenance of their lines from water riser to trailer.

**I. Boat Docks:**

Boat Docks may vary in size and materials used, but the following guidelines must be observed.

1. Decking materials will vary, so check with Park Inspector for approval. Support posts may not be made of wood.
2. Maximum length will be thirty (30) feet where location permits and must be placed at highwater mark as established by the dam overflow.
3. Maximum width will be forty-eight (48) inches and no less than thirty (30) inches.
4. Docks may only be placed at the stakes which are forty (40) feet apart. Two boats must be registered to that stake before a permit will be issued.
5. It is recommended that you remove your dock yearly because of the damage that can be caused by the ice and snow along the lakeshore. You will not be required to remove your dock from the shorelines. If you choose to remove your dock, it cannot be stored in the green area.
6. Boats must be removed from the lake by November 1<sup>st</sup>. If it is not removed, the park will have it removed and placed on the member's lot or in a park storage area. The member will be responsible for all costs of Removal and storage, plus \$100 fine. (Amended 5/16/14)

**J. Roof-over Systems:**

1. Roof-over systems may be installed over trailer and tipouts only, and may not change the configuration that was manufactured on the unit.
2. No roof-over system will be allowed over the awning.
3. The roof-over permit must be accompanied with a drawing which provides full details on type of construction, quality of material, all dimensions, and show how the roof-over will be attached to the trailer.
4. Roof-over construction material may be of wood or aluminum. No fiberglass permitted.

**K. Golf Cart Shelters:**

1. Permit must show an accurate placement on site, how it is to be anchored, and type of floor planning.
2. Only commercially-made Golf Cart Shelters made of canvas or vinyl are permitted.
3. Golf Cart Shelter is not to exceed 12'W x 12'Dx 8'H. Landscaping blocks, patio pavers or treated wood must be used uniformly around the perimeter of the finished shelter. Finished shelter must not be higher than 6" above ground level.
4. Golf Cart Shelter must be set 2' from the side lot lines and 2' from the rear lot line and at least 8' from the road.

**L. Blacktopping Driveways:**

The following conditions need to be completed to install blacktop driveways:

6" PVC pipe buried 4-6" below surface across front of area to be blacktopped; a minimum of 75% of storm water will be directed to and dissipated elsewhere on site or adjacent unimproved green area; drive must be sloped toward your unit at roadway; blacktop must be a minimum of two inches thick and cannot be closer than three feet from water riser and electrical pedestal; area must be marked with stakes and can be no larger than an area to park two vehicles. The size is limited to 20' x 20', no more than 400 square feet, dimensions may vary. (amended 8-18-17). If repairs to water lines, electrical, or any other utility lines are needed, and the blacktop must be dug up, Sandy Pines will not be responsible for any damage or repairs. The Park Inspector must approve all work and member must sign agreement.

**M. Concrete Pads:**

Concrete Pads will be allowed on sites to park your camping unit on. Pads must be at least four (4) inches thick and each must be individually approved by the Park Inspector. The following conditions must be completed before you will be allowed to add a cement slab: Cement slab is to park camping unit on, only; must have a Park Permit; provide drawing of area to have cement; must provide type and size of camping unit to be placed on cement; must stake out area to have cement; cement trucks will not be allowed on Sandy Pines roadways in

July and August; must have approval of Inspector to begin work after the above are completed; must remove all concrete from Sandy Pines and have it recycled, and bring verification from recycling location, showing it was recycled; must sign an Agreement before work can begin.

#### N. Storage Area

A member may build a storage area with up to four 6'x6' high panels, with a gap between each slat, and without a roof. They may also have one 6'x6' panel with a gap between each slat, to protect their propane tank. It can be constructed of wood or plastic, but no mesh material or construction fencing. A drawing will be required.

#### O. Reshingling Roofs requires a permit before work can begin.

#### P. All Shade Structures (Amended 08/18/17)

Portable Shade Structures are defined as:

- Shelters that collapse down to a size that is portable.
- These portable shelters are designed to protect people from the sun and elements.
- No motor vehicle, golf cart, motorcycle, or any type of vehicle (running or not) are allowed to be stored in any type of shelter for people during April 15<sup>th</sup> through October 15<sup>th</sup>.
- During the off season months it is permissible to store items under enclosures.
- These shelters are to be portable, can break down and have a vinyl, canvas, or cloth tops.
- Non-collapsible support legs are not allowed.
- Portable shelters are not allowed in green areas.

Gazebo and Pergola:

Pergola: an archway in a garden or park consisting of a framework covered with trained climbing or trailing plants. May also have fabric or vinyl covering.

- o May not be any bigger than 12'x12' or smaller including the outermost portions of the structure (which is including the roof).
- o Cannot be more than 10' from the floor or ground to the peak of the roof.
  - Floor or ground defined as a deck, the dirt, grass, rocks, or anything that will be used as the basis for the structure.
- Gazebo: a roofed structure that offers an open view of the surrounding area, typically used for relaxation or entertainment; a small roofed structure that is **may be** screened on all sides, used for outdoor entertaining and dining.  
**This must be a free standing structure.**
  - o May not be any bigger than 13'x13' including overhang or smaller including the outermost portions of the structure (which includes the roof).
  - o Cannot be more than 10' from the ground to the peak of the roof.
- For Both Pergolas and Gazebos
  - o May only have one permanent structure and portable structure per membership.
  - o The ~~permanent~~ **solid frame** structure must be a free-standing structure.
    - Meaning not attached to your living area, porch or garage.
  - o A permit is required for the building of both ~~permanent~~ **solid frame** structures.
  - o If installing electric you must have a permit from both the park and the township.
    - You can acquire these from the park inspector.
    - There is a fee associated with both.
  - o ~~Permanent~~ **Solid frame** structures must be 2' from all lot lines and 8' from the road.
  - o **Solid frame gazebos located on a deck must meet MDEQ 4' setback requirement from recreational unit.**
  - o ~~Permanent~~ **Solid frame** structures cannot be in green area.
  - o During off season months it is permissible to store items in these areas.

## **SECTION IV: Items Requiring Two Permits (Sandy Pines & Township)**

(Amended 10/1/2015, 05/20/16)

### **A. Awnings:**

1. Awnings will vary in size, shape or design, but the following guidelines will provide information for a member to make a selection and provide the Park Inspector with sufficient detail to determine if an awning is acceptable. (Canvas retractable awnings on trailers need no permit.)
2. The awning construction permit must be accompanied by engineered building plans which provide full details on type of construction, quality of material, all dimensions, and show how the awning will be attached to the trailer, and size and placement of posts.
3. The top plate of an awning must be mounted to the side of the unit in a manner that it is more than 1" below the trailer roof edge or corner of drip edge. The width of awning may not exceed 11' in width or 40' in length. 3" gutters may be attached, but no portion of the stated awning roof measurement may exceed 1% to allow for construction interlock. The awning may not exceed the length of the roof line. Second awnings over doorways and windows are allowed, providing that awning is anchored to the trailer and meets the four foot setback requirement, if supports are needed on the deck.
4. Fixed awning construction material may only be of aluminum. No wood or fiberglass permitted.
5. A retractable awning can be attached to a porch and may not exceed the length of said porch.

### **B. Screened/Porch Enclosures:**

Screen and porch enclosures may vary in style and construction, but the following information provides adequate guidelines for the member to select and include appropriate detail for the Park Inspector's review.

1. All pre-engineered porch enclosures must be accompanied by engineered building plans.
2. The permit request must provide a full description of the size of screens and/or windows. Aluminum frame is the only construction material permitted.
3. Screen and porch enclosures may be no more than 10' wide and may not exceed the base floor of the unit.
4. If the porch enclosure and awning are of one continuous structure, they may be no more than 11' wide and may not exceed the base floor of the unit. (See guidelines for awning - Section IV - A)
5. No bedrooms or enclosed rooms on the porch.
6. Space between windows or screens may not exceed 12". Space between window to corner cannot exceed 36" From trailer to glass may not exceed 36". Windows of tempered glass to be in line with the state and township Codes, or they may be plexiglass or vinyl.
7. A minimum of 24" to a maximum of 36" from floor will be allowed with the window minimum height of 36". This applies to all sides of the porch.
8. Porch enclosures will not be permitted if any of the trailer's venting systems opens into the enclosure.
9. Two porches, maximum, per site – if space allows – and the Inspector gives approval. (05/20/16)

### **C. Decks, Railings and Steps:**

The size and shape of a deck may vary, so long as the setback is observed, and if the deck is constructed at the front of the trailer, that portion must be removable.

1. If deck is under 200 square feet, only a Sandy Pines permit is required.
2. A complete description of the deck is required, i.e. size, construction, placement and relationship to trailer and site lines.
3. Deck framing must be constructed of wolmanized treated wood. The deck floor may be of wolmanized or exterior grade material.
4. All decks must be able to support at least 50lbs. of weight per square foot.
5. Deck posts must be flush with ground and must rest on a minimum 8" diameter and 4" thick concrete block. Block must be buried so top is flush with ground. No cement is allowed for any part of construction.

6. Guardrails at least 36" in height are required on open decks or porches which have a floor height which is 30" or more above ground at any point. Openings in the guardrail may not exceed 4".
7. Stairway treads must be a 9" minimum. Stairway risers must be 8 1/4" maximum and be uniform within 3/8".
8. Guardrails or Handrails are required on open sides of stairways or steps which exceed 30" in height above ground. The rails must be 34" to 38" high, as measured vertically along the nosing of the tread.
9. Metal hangers must be used for all floor joists.
10. No wood construction of any kind is permitted above the deck, except permit approved railings and pergolas.
11. Wood decks and/or wood walkways are permitted to extend to lot line, however it must be no higher than 5 Inches from ground level. (Amended 6/14/2013)

**D. Electric Line:**

1. See Park Inspector for requirements.

**E. Seawall Construction:**

All seawalls come under regulations set by the Michigan Department of Environmental Quality (DEQ). The Regional DEQ office is located in Plainwell, MI. The member must first obtain a permit from the DEQ, and then a permit from Sandy Pines will be issued. No seawall construction will be permitted in Phase Six.

**F. Air Conditioner:**

Sandy Pines will allow a self-contained air conditioning and/or a heat pump designed for mobile home application. The following rules will apply:

1. The Trailer must have a 50-amp service.
2. Unit must be wired to meet or exceed all local and state codes. The 220 line must be underground approved, with a disconnect mounted on the unit.
3. Total amp draw package of a/c or heat pump must not exceed 30 amps.
4. Unit must be connected to trailer by use of flexible insulated duct, which could be disconnected if necessary.
5. Unit must be placed on a pad.
6. Unit must be located no closer than two feet from the property line. (Amended 8/18/17)



## **SECTION V: Items Not Requiring Permits.**

(Amended 10/4/2013)

### **A. Skirting:**

1. Must use the following approved materials, Vinyl, Aluminum, lattice or T-11 wolmanized siding. Must blend with site development.

### **B. Patios:**

1. The design and size of the patio is left to the member. The patio may only be constructed of cement patio blocks or bricks.
2. No patios in green area unless approved by the Park Inspector.

### **C. Walks**

1. Walks may be made of stone, brick, or patio blocks. The border for the walk must be wolmanized wood and four feet from the road..
2. Wolmanized wood may be used as a walk, but stringers may not be more than 16" on center.
3. Walks built in setback area must be constructed so that they are not higher than 5" above ground.
4. No walks in green area unless approved by Park Inspector.

### **D. Landscaping:**

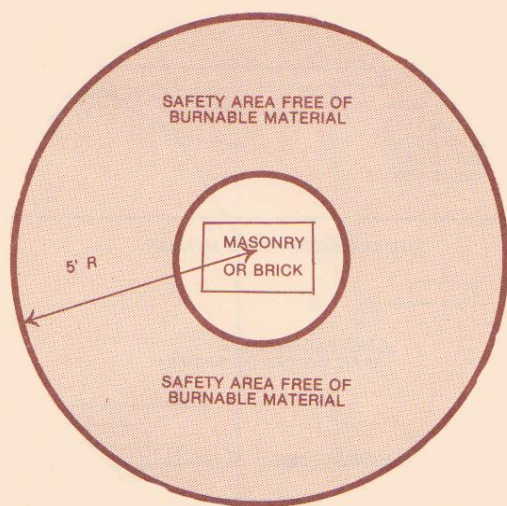
The planting of trees and shrubs is allowed, but do not plant on lot line, or cause a vision obstruction. No planting in green area, or around pedestal or water risers, unless approved by Park Inspector.

**E. Antennas and Satellite Dishes:** No free standing antennas or satellite dishes are permitted. No antennas or satellite dishes are permitted in the green area.

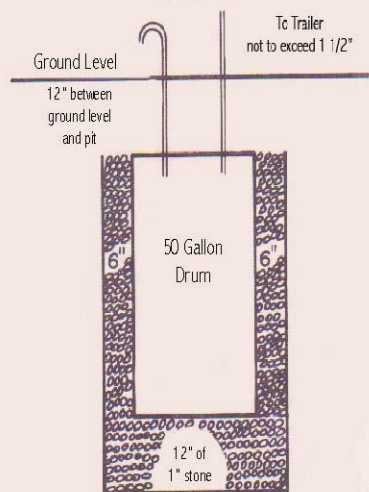
## Approved Fire Pit Area, Seepage Pit, Typical Campsite Setback Diagrams

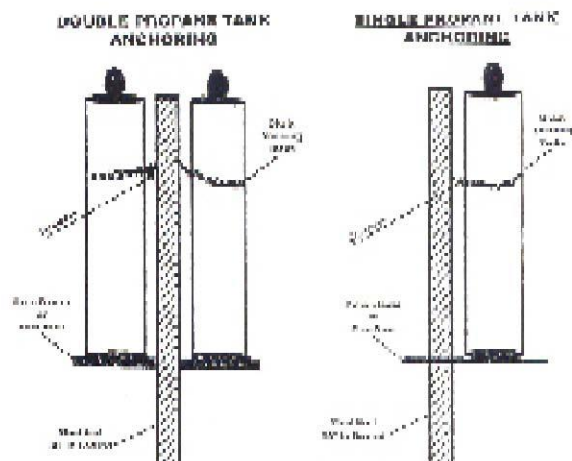
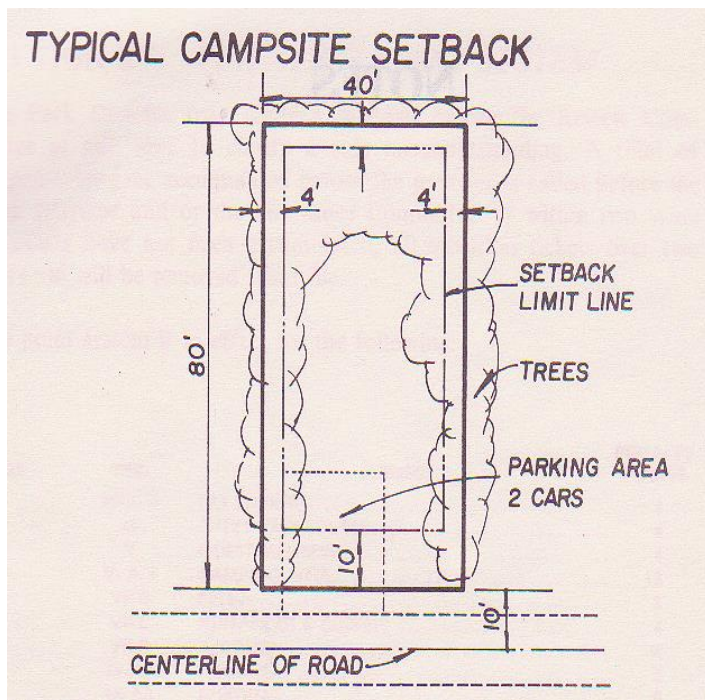
(Amended 10/4/2013)

Approved Fire Pit Area



Seepage Pit





**PROPANE TANK CHAINS SHOULD BE AFFIXED TO POST WITH SCREWEYE, HOOK OR SNAP SHOULD BE AFFIXED TO OPPOSITE END OF CHAIN TO SECURE CHAIN TO**

**ARTICLES OF INCORPORATION**



**sandy  
pines.**  
Wilderness Trails, Inc.

MICHIGAN DEPARTMENT OF TREASURY  
CORPORATION DIVISION  
LANSING, MICHIGAN

TRUE COPY  
MICHIGAN DEPARTMENT  
OF TREASURY

RECEIVED

JUL 21 1971

MICHIGAN DEPT. OF TREASURY  
CORP. DIV.

FILED

JUL 21 1971

*Quinn Hein*  
STATE TREASURER  
Michigan Department of Treasury

NON-PROFIT  
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the Incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I

The name of the corporation is Sandy Pines, Wilderness Trails, Inc.

## ARTICLE II

The purpose or purposes for which the corporation is formed are as follows:

(a) To encourage and promote camping and outdoor recreation by establishing, owning and operating a camping and recreation area for the use and benefit of those persons who may from time to time be its members, their families and their guests.

(b) To acquire by gift, purchase or otherwise, and to hold in its corporate name, real and personal property; to construct, maintain, replace or otherwise deal with improvements of every kind whatsoever upon its land.

(c) To borrow money and issue evidence of indebtedness in furtherance of any or all of its objects or purposes; to secure such indebtedness by mortgage, deed or trust or other lien.

(d) To enter into, perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of any one or more of its objects or purposes.

(e) To exercise all powers granted by law to Non-Profit Corporations and to do all lawful things and acts for the betterment of its members and the promotion of their interests as members. Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organization set forth in Section 501 (c) (7) of the Internal Revenue Code and the regulations adopted pursuant thereto, as the same may now exist or as they may be hereafter amended from time to time.

## ARTICLE III

Location of the first registered office is:

609	Washington Square Bldg.	Lansing	48933
(No.)	(Street)	(City)	(Zip)
Ingham	Michigan		
(County)			

Post office address of the first registered office is:

Same

ARTICLE IV

Name of first registered agent is:

Paul C. Younger

ARTICLE V

Said corporation is organized upon a non-stock basis.

The amount of assets which said corporation possesses  
is:

Real Property: None

Personal Property: \$1,000.00 (cash)

Said corporation is to be financed under the following  
general plan:

The Corporation intends to solicit for members. Members  
will pay a charter membership fee, the funds from which will be  
applied to the cost of acquisition and development of the recrea-  
tional facilities to be acquired by the corporation and to payment  
of the expenses and costs incident thereto.

ARTICLE VI

The names and places of residence, or business, of each  
of the incorporators are:

<u>Names</u>	<u>Residence or Business Address</u>
Ted Bosgraaf	4170 Blair Street, Hudsonville, Michigan
Ben Bosgraaf	4361 Blair Street, Hudsonville, Michigan
Jack Bosgraaf	174 Crescent, Grand Haven, Michigan

## ARTICLE VII

The names and addresses of the first Board of Directors are as follows:

<u>Names</u>	<u>Addresses</u>
Richard Grimes	3010 Franklin Street, Granville, Michigan
Ted Bosgraaf	4170 Blair Street, Hudsonville, Michigan
Jack Bosgraaf	174 Crescent, Grand Haven, Michigan

## ARTICLE VIII

The term of the corporate existence is perpetual.

## ARTICLE IX

(Here insert any desired additional provisions authorized by the Act.)

The number, types and classes of members and the rights, privileges and duties of each shall be as set forth in the By-Laws of the Corporation.

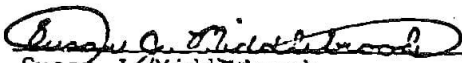
We, the incorporators, sign our names this 13<sup>th</sup> day of July, 1971.

Ted Bosgraaf  
Ben Bosgraaf  
Jack Bosgraaf



STATE OF MICHIGAN }  
COUNTY OF Higham } SS

On this 13<sup>th</sup> day of July, 1971, before me personally appeared Ted Bosgraaf, Ben Bosgraaf and Jack Bosgraaf to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

  
Susan J. Middlebrook

Notary Public for Higham  
County, Michigan

My Commission expires May 11, 1973

Michigan Department of Treasury  
Corporation Division  
Lansing, Michigan  
Received July 21, 1971, Filed July 21, 1971

## **NON-PROFIT ARTICLES OF INCORPORATION**

These Articles of Incorporation are signed and acknowledged by the Incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

### **ARTICLE I**

The name of the corporation is Sandy Pines, Wilderness Trails, Inc.

### **ARTICLE II**

The purpose for which the corporation is formed are as follows:

- (a) To encourage and promote camping and outdoor recreation by establishing, owning, and operating a camping and recreation area for the use and benefit of those persons who may from time to time be its members, their families and their guests.
- (b) To acquire by gift, purchase or otherwise, and to hold its corporate name, real and personal property: to construct, maintain, replace or otherwise deal with improvements of every kind whatsoever upon its land.
- (c) To borrow money and issue evidence of indebtedness in furtherance of any or all its objects or purposes: to secure such indebtedness by mortgage, deed or trust or other lien.
- (d) To enter into, perform and carry out contracts of any kind necessary to, or in connection with, or incidental, to the accomplishment of any one or more of its objects or purposes.
- (e) To exercise all powers granted by law to Non-Profit Corporations and to do all lawful things and acts for the betterment of its members and the promotion of their interests as members. Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exercise only such powers as are in furtherance of the exempt purposes of organization set forth in Section 501(c) (7) of the Internal Revenue Code and the regulations adopted pursuant thereto, as the same may now exist or as they may be here after from time to time.

### **ARTICLE III**

Location of the first registered office is:

609 Washington Square Bldg.  
Lansing, MI 48933  
Ingham County Michigan

Post Office address of the first registered office is: same

#### **ARTICLE IV**

Name of first registered agent is: Paul C. Younger

#### **ARTICLE V**

Said corporation is organized upon a non-stock basis.

The amount of assets which said corporation possesses is:

Real Property: None

Personal Property: \$1,000.00 (cash)

Said corporation is to be financed under the following general plan:

The Corporation intends to solicit for members. Members will pay a charter membership fee, the funds from which will be applied to the cost of acquisition and development of the recreational facilities to be acquired by the corporation and to payment of the expenses and cost incident thereto.

#### **ARTICLE VI**

The names and places of residence, or business, of each of the incorporators are:

<u>Names</u>	<u>Residence or Business Address</u>
Ted Bosgraaf	4170 Blair Street, Hudsonville, Michigan
Ben Bosgraaf	4361 Blair Street, Hudsonville, Michigan
Jack Bosgraaf	174 Crescent, Grand Haven, Michigan

#### **ARTICLE VII**

The names and addresses of the first Board of Directors are as follows:

<u>Names</u>	<u>Residence or Business Address</u>
Richard Grimes	3010 Franklin Street, Grandville, Michigan
Ted Bosgraaf	4170 Blair Street, Hudsonville, Michigan
Jack Bosgraaf	174 Crescent, Grand Haven, Michigan

## **ARTICLE VIII**

The term of the corporate existence is perpetual.

## **ARTICLE IX**

(Here insert any desired additional provisions authorized by the Act.)

The number, types and classes of members and the rights, privileges and duties of each shall be as set for the in the By-Laws.

We, the incorporators, sign our names this 13<sup>th</sup> day of July 1971.

Signed: Ted Bosgraaf, Ben Bosgraaf, Jack Bosgraaf

### **State of Michigan, County of Ingham, SS**

On this 13<sup>th</sup> day of July, 1971, before me personally appeared Ted Bosgraaf, Ben Bosgraaf and Jack Bosgraaf to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Signed: Susan J Middlebrook, Notary Public for Ingham County, Michigan. My Commission expires May 11, 1973

# **SANDY PINES WILDERNESS TRAILS, INC.**

## **BYLAWS**

### **ARTICLE I NAME, PURPOSE, AND PLACE OF BUSINESS**

#### **Section 1, Name, Address and Purpose:**

- a) This corporation shall be known as Sandy Pines Wilderness Trails, Inc., a nonprofit corporation, (hereinafter known and referred to as "Sandy Pines"). The Board of Sandy Pines will hereinafter be referred to as the "Board".
- b) The primary address and place of business of Sandy Pines shall be 2745 - 136<sup>th</sup> Avenue, Hopkins, MI 49328.
- c) Sandy Pines shall exist for the purposes set forth in its Articles of Incorporation. Sandy Pines' primary purpose shall be to acquire, own, maintain, and operate a campground and outdoor recreational facility for the benefit of its members.

### **ARTICLE II MEMBERSHIP**

**Section 1, Qualifications:** Membership in Sandy Pines is available to all individuals whose applications have been approved by the Board. The Board shall establish criteria for admission of members.

**Section 2, Nature of Membership:** A membership in Sandy Pines shall be considered personal property and does not represent an interest in real property. A member in good standing may use all facilities and take part in all activities provided or administered by Sandy Pines.

**Section 3, Term of Membership:** Annual membership shall run concurrent with the fiscal year subject to the provisions of the bylaws relating to termination of membership. Each membership shall automatically be extended for the duration of the fiscal year upon full payment of the annual membership dues, special assessments and capital assessments levied by Sandy Pines. Membership in Sandy Pines shall be limited to 2,212 campsite memberships and 54 Condo memberships for a total of 2,266 memberships.

Sandy Pines shall maintain a record of each member's name and address, which shall be presumed to be correct. It is the responsibility of each member to assure that the name and address recorded by Sandy Pines is correct.

**Section 4, Joint Membership:** A married couple or two (2) single adult individuals may jointly own a membership. For voting purposes, each membership, whether owned individually or jointly, shall be entitled to only one vote.

**Section 5, Campsites:** Each member, regardless of location of their campsite, shall have the same privileges as other members. a) The license as to the use of an assigned campsite shall be exclusive and shall continue from year to year upon payment of the annual membership dues, special assessments and capital assessments.

**Section 6, Certificates of Membership:** Certificates of Membership in Sandy Pines shall be issued to members. These Certificates shall be in a form approved by the Board and shall be issued with the signature of the Chairman or an officer of the Board. Each Certificate shall state that Sandy Pines is a non-profit corporation. Certificates of Membership are transferable only on the membership books of Sandy Pines.

**Section 7, Death of a Member – Transfer Rights:** Subject to the qualifications established in Article 11, Section 1, the membership of a deceased member may be transferred by testamentary disposition or intestate succession. Upon the death of one of the joint tenants, Sandy Pines shall recognize the surviving joint tenant as the member, notwithstanding testamentary disposition of the membership by the deceased joint tenant.

Should more than two (2) individuals claim the deceased member's membership, then the Board shall refuse to transfer the membership until it receives an opinion of legal counsel identifying the individual entitled to the membership. If legal counsel is unable to determine who is entitled to the membership, then the Board shall have the option of terminating the membership by payment to the deceased member's estate of an amount equal to the current assessed value of the membership less currently owed annual membership dues, special assessments and capital assessments, utilities, or other charges.

### **ARTICLE III MEMBERSHIP DUES; SPECIAL ASSESSMENTS; CAPITAL ASSESSMENTS**

**Section 1, Basis of Obligation:** By accepting membership in Sandy Pines, each member agrees to pay the annual membership dues, special assessments, capital assessments and charges which may be levied by the Board or approved by the membership pursuant to the bylaws.

**Section 2, Membership Dues:** The Board, by resolution, shall establish the amount, manner, and time of payment of annual membership dues which provide the funds for the operating expenses of Sandy Pines and to maintain its property. The obligation of new members to pay the annual membership dues shall accrue from the first day of the month in which the applicant is accepted for membership and shall be a pro rata amount of the annual membership dues for the remainder of the initial year of membership payable in full within thirty (30) days after acceptance for membership. Thereafter, the member shall be liable for the subsequent annual dues. All annual membership dues shall be accounted for as income of Sandy Pines, maintained by the Board in a segregated account or accounts and used only for operating expenses of Sandy Pines and the maintenance of its property.

**Section 3, Special Assessments:** The Board may levy assessments against the entire membership to pay for a single unique or extraordinary expense which may be incurred in the operation of Sandy Pines. All special assessments for any single year shall not exceed, in the aggregate, ten per cent (10%) of the gross annual membership dues and capital assessments for the year in question, exclusive of any special assessments, unless a majority of members waive such action by voting on an official ballot form in person, by absentee ballot, or by proxy, at the election at which such action is considered. The Board may also levy a special assessment against a member to recover the costs or expenses incurred by Sandy Pines as a direct result of action or admission of the member against whom the special assessment has been levied. Any special assessment levied against members shall not be considered in calculating the ten percent (10%) limit as stated. All such Special Assessment funds shall be accounted for separately and used only for the intended purpose. The Board may but shall not be required to establish segregated investment accounts for such Special Assessments.

#### **Section 4, Capital Assessments:**

- a) It shall be the responsibility of the Board to maintain sufficient capital for operation of the business of the Sandy Pines, and to raise additional capital for future capital needs of Sandy Pines to facilitate its purposes. All such capital shall be used solely for the capital purposes of Sandy Pines within the stated purposes as contained in the Articles of Incorporation of Sandy Pines and the Bylaws of Sandy Pines. Accordingly, the Board shall have the authority to impose capital assessments upon all new members of Sandy Pines, upon any transferee of any membership of Sandy Pines and upon all current members for any special capital needs, for periodic annual capital contribution obligations and to establish a "Capital Fund," but only in accordance with the terms and provisions of the Bylaws. In addition to the above, Board may also allocate any other portion of the revenue from the sale of any property to such Capital Fund as it deems appropriate from time to time.
- b) All such capital contributions shall be separately accounted for as capital contributions to Sandy Pines, and maintained in a segregated investment account at all times. The funds in such segregated capital account shall be used only for the capital needs, capital improvements or other capital investment purposes of the Sandy Pines as stated therein. For this purpose, capital expenditures and capital investments shall have the meaning set forth in the Internal Revenue Code and its related rulings, regulations, cases and other interpretive authorities from time to time.
- c) The Board may impose such capital assessments for specifically identified capital expenditures (current or future), upon all new members, all transferee members and all current members by resolution at valid meetings of the Board from time to time. The amount of such capital obligation shall be published in the books and records of the Sandy Pines and communicated to the members along with other pertinent financial and corporate information from time to time. The capital assessment for such specific capital expenditures shall be determined by the Board but shall be assessed only on approval by the members at an annual meeting of the members or special meeting of the members called for this purpose, or as otherwise provided in accordance with the Bylaws or pursuant to Article VIII, Section 6. The Board shall notify the members of the proposed capital assessment with an explanation indicating the specific purpose for such capital assessment, the amount of such capital assessment to be paid by each member, the time and manner of payment, and such other pertinent information, facts or circumstances as the Board shall in its discretion determine. Approval or disapproval of the proposed capital assessment shall be by a simple majority of the members present at such an annual or special meeting of the membership at which a quorum is present either in person or by absentee ballot pursuant to procedures approved by the Board.
- d) The right of the Board to establish a capital budget, establish a capital fund and to impose a capital assessment for specific capital expenditures in accordance herewith shall be in addition and separate from the obligation of the Board to assess membership dues to the members for the operating expenses of the Sandy Pines.

**Section 5, Other Authority to Assess Membership:** The Board shall have the authority to: (a) assess the membership for all expenditures mandated by federal, state, or local governments. The time period to assess the membership shall be the same as the time period to correct such action as may be mandated by said government(s); (b) assess the membership for the replacement of any existing asset or assets that have been partially or completely destroyed and for which insurance proceeds are not available or fall short of the total replacement costs.

**Section 6, Effect of Nonpayment of Annual Dues, Special Assessments, Capital Assessments or Other Charges:** The nonpayment of any annual membership dues, special assessments, capital assessments or other charges due and/or owed to Sandy Pines by a member sixty-(60) days after the same shall become due and payable, shall result in the automatic termination or suspension of the membership, and all rights and privileges related thereto except the right to vote at annual or special elections. The terminated or suspended member shall not have the right to recover any monies from Sandy Pines.

**Section 7, Use of Funds:** The funds of Sandy Pines shall be used solely for the benefit of Sandy Pines.

#### **ARTICLE IV SALE AND/OR PURCHASE OF ASSOCIATION PROPERTIES**

**Section 1, Purchase, Sale and/or Encumbrance of Real Property:** Any sale, purchase, or other transfer of real property by Sandy Pines, including the grant of a mortgage, shall first be approved by the Board, and shall be effective only upon approval by a majority of members voting at a special or annual election where such proposed action is disclosed in the notice of such election, subject to the exception below: EXCEPTION: The Board of Directors, without a vote of the members, is authorized to purchase property if all of the following conditions are met; (A) Sandy Pines has sufficient capital resources to acquire the property without taking on debt or a mortgage. (B) The proposed property acquisition is contiguous to the property currently owned by Sandy Pines. The members shall be informed of any property acquisition via the next scheduled communication with the members.

**Section 2, Sale and/or Purchase of Personal Property:** The Board of Sandy Pines may consider the sale and/or purchase of personal property on behalf of Sandy Pines. The Board shall not spend more than 2.5% of the Sandy Pines current annual operating budget for a single construction project or asset. Any expenditure in excess of this limitation must be approved by a majority of members voting at a special or annual election where such proposed action is disclosed in the notice of such election provided, however, no such approval shall be required if the expenditure shall be (1) required by federal, state, or local governments, or (2) if the expenditure is of an emergency nature as determined by the Board.

#### **ARTICLE V USE OF SANDY PINES PROPERTY**

**Section 1, Use of Property:** Each member shall be responsible for Sandy Pines property.

**Section 2, Rules and Regulations:** The Board shall adopt rules and regulations regarding the treatment and use of Sandy Pines property. The Board shall establish penalties, including financial charges or assessments for violation of the rules and regulations.

**Section 3, Publication and Posting:** The Board shall be responsible for the distribution of a copy of the current Rules and Regulations to each person becoming a member of Sandy Pines. Any rules or regulation changes adopted by the Board shall be published in the official Sandy Pines newsletter, posted on the website and posted on the official bulletin boards in the Park. The effective date of the change(s) shall be noted therein, but shall not be earlier than the mailing date of the newsletter. Copies of the Rules and Regulation changes shall be available to all members on the official Sandy Pines Website and at the Administration Office for those without web access.



**ARTICLE VI  
TERMINATION. SUSPENSION. OR OTHER  
ACTION AGAINST MEMBERS**

**Section 1, Termination of Membership:** The membership and rights of a member to use Sandy Pines facilities and property may be suspended or terminated for the following reasons: **a)** The nonpayment of any annual dues, special assessments, capital assessments, membership fees, or any other amount owing to Sandy Pines by a member within sixty (60) days after the same shall become due, shall result in the automatic suspension or termination of that individual member's rights and privileges of the use of Sandy Pines facilities. **b)** A member may be terminated pursuant to the procedures set forth in Section 4, Article VI for serious and/or repeated violations of the rules and regulations of Sandy Pines, or for conduct which endangers the safety of, or disturbs the enjoyment of the use of Sandy Pines' facilities and/or property by other members.

**Section 2, Suspension of Membership:** A member's privileges to use their campsite and other Sandy Pines' facilities, may be suspended for serious and/or repeated violations of the rules and regulations of Sandy Pines, or other actions which endanger the safety of or disturb other members' enjoyment of Sandy Pines. The length of any such suspension is within the discretion of the Board and does not relieve the member of any financial obligation to Sandy Pines.

**Section 3, Other Action Against Members:** Other action, including probation and/or special assessments for damage, may be levied by Sandy Pines should the circumstances so warrant.

**Section 4, Procedure for Termination or Suspension for a violation of bylaws or rules and regulation:** The following procedures shall be followed with respect to any termination, suspension, or other disciplinary action against a member:

- a) When a violation of these bylaws, the rules and regulations of Sandy Pines, or other complaint against a member is brought to the attention of the Board, the Board shall notify that member of the charges against them as well as the identity of the person(s) making the charges. The Board shall schedule a meeting at which the person against whom the charges are made may be present and those charging person(s) shall be present. This meeting shall constitute an informal hearing at which time the Board shall hear allegations and responses pertinent to the complaint. The member who has been charged shall be entitled to question the charging person(s). In the event a charging person(s) fails to appear at the hearing, the Board in its discretion may continue the hearing for a reasonable period of time not to exceed forty-five (45) days, may dismiss the charge, or hold the hearing if sufficient credible evidence supporting the charge exists. In the event of a continuance, and should the charging person(s) again fail to appear, the Board shall dismiss the charge unless sufficient credible evidence supporting the charge exists.
- b) Should the Board determine that the complaint has merit but is not serious enough to require termination, the Board shall determine whether the member shall be suspended, put on probation, be required to pay a special assessment for damages, or any penalty that the Board may deem appropriate. The decision of the Board shall be final and binding on all parties.
- c) Sandy Pines reserves the right to place a member on suspension for the purposes of investigating any disciplinary offense. If, following such investigation, Sandy Pines takes no action, the suspended member's dues shall be credited for the time of such suspension.
- d) Should the Board determine, by majority vote, that the complaint has merit and is of such a nature as to

possibly require termination, a hearing shall be set by the Board where a special panel of three (3) members of Sandy Pines shall: 1) hear the evidence for and against the charged member; 2) make a decision as to the merits of the charges; 3) decide whether termination or a lesser penalty would be warranted. The special panel shall consist of two (2) members of Sandy Pines chosen by the Board and one (1) member of Sandy Pines chosen by the charged member. No member of the special panel may be related to the charging person(s), or the charged member. The Board shall name a third member to the panel who shall serve only if the charged member does not name a member to the panel, or the member so named does not appear at the hearing. It is within the sole option of the charged member whether this hearing shall be open or closed to other Sandy Pines members.

e) At any hearing before this special panel, the charged member may be represented by counsel. Should such member be represented by counsel, then the Board may also be represented by counsel. Furthermore, the rules of evidence shall not apply at a hearing before the three (3) members of Sandy Pines. The chairman of this special panel may receive any evidence deemed relevant to the matter.

f) The three (3) Sandy Pines members shall determine the merits of the charges and the appropriate penalty. The panel shall notify the Board and the charged member of their decision in writing by certified mail to the member(s) address as shown in the membership book within fifteen (15) days from the close of the hearing. The decision of these Sandy Pines members need not be unanimous but must be concurred in by two of the three members. The decision of the special panel shall be final and binding on all the parties.

g) After the determination that the charged member must be terminated, the effective date of said termination shall be thirty (30) days after mailing of that decision to the member.

h) Upon the effective date of the termination for disciplinary reasons, the membership and all rights and privileges related thereto shall revert to Sandy Pines and the terminated member shall have no right to recover any monies from Sandy Pines which may have heretofore been paid by the member to Sandy Pines or it assigns for membership, assessment or otherwise.

## **Section 5:**

### **Procedure for Collection of Delinquent Member Accounts.**

- a) Collection procedure protocol, as written in the Policy Manual, will be used as approved by the Board of Directors for the purpose of notification and/or recapture of Delinquent Membership Accounts.

## **Section 6:**

### **Duty to Remove Personal Property of Transfer Title to Such Property subsequent to Termination of Membership** (revised 10-1-15)

Upon the termination of a Sandy Pines' membership for any reason, the Member has a duty to remove all personal property from the Lot and/or Sandy Pines property within the time period established by the Park President.

If the Member shall fail or refuse to comply with the Member's duty to remove all personal property from the Lot and/or Sandy Pines upon the termination of their membership, the Member agrees that Sandy Pines may, at its election:

- (i) Treat such failure or refusal as an offer by Member to transfer title to such personal property to Sandy Pines, in which event the title thereto shall thereupon pass to Sandy Pines under these Rules & Regulations as a bill of sale; or

- (ii) Treat such failure or refusal as conclusive evidence, on which Sandy Pines shall be entitled to rely absolutely, that Member has forever abandoned such personal property.

In either event, Sandy Pines may, with or without accepting title thereto, keep or remove, store, destroy, discard, or otherwise dispose of all or any part of such personal property in any manner that Sandy Pines shall choose, without incurring any liability to Member or to any other person. In no event shall Sandy Pines ever become, or be charged with, the duties of a Bailee of any personal property of Member. The failure of Member to remove any such property from the Lot and/or Sandy Pines shall forever bar Member from bringing any action or asserting any liability against Sandy Pines or its agents with respect to any such property which Member fails to remove upon termination of their Sandy Pines Membership, for any reason.

**a) Security Interest and Lien Rights:**

To secure the payment of all money due to Sandy Pines under any agreement with Member, Sandy Pines is hereby granted a security interest in any and all personal property on or about Member's Lot at Sandy Pines. Contemporaneous with the delivery of these Rules & Regulations, and at such other times as Sandy Pines may request, Member agrees to execute and deliver to Sandy Pines financing statements and such other documents as may be required to perfect Sandy Pines' security interest. The security interests granted Sandy Pines hereby are, and shall be, subordinate to any bona fide perfected purchase money security interest that Member may wish to create.

## **ARTICLE VII TRANSFER OF MEMBERSHIP**

**Section 1, Right to Transfer:** Any member in good standing may transfer a membership to other person(s) who would be eligible for membership upon application under these bylaws, subject to approval of the Board and Sandy Pines' right of first refusal. The terms and conditions of transfer shall not violate any provisions of these bylaws or the rules and regulations of Sandy Pines. Prior to approval of such transfer, Sandy Pines shall have the first option to purchase such membership on the same terms and conditions made to the member proposing to transfer a membership.

A member proposing a membership transfer must notify Sandy Pines in writing of the proposed terms and conditions of transfer. Sandy Pines may waive its right of first refusal in writing, or shall exercise this right within ten (10) days after receipt of such notice of transfer. If Sandy Pines does not exercise such right, the proposed transfer may be made according to the terms and conditions stated in the notice. If the terms and conditions of transfer are changed in any material respect, then Sandy Pines shall again have the first option to purchase such membership on the modified terms and conditions.

**Section 2, Recording of Transfers:** Membership transfers shall be shown only upon the record books of Sandy Pines. No transfer shall be entered or become effective until it is demonstrated to the satisfaction of Sandy Pines that the selling member's dues have been paid in full or adequate arrangements have been made for the payment thereof, that all assessments are paid, that any Membership Certificates and cards issued to the selling member have been returned to Sandy Pines, and that such reasonable fee as may be imposed by the Board to defray the costs of processing such transfer has been paid.

## **ARTICLE VIII BOARD OF DIRECTORS**

**Section 1, Number of Directors:** There shall be nine (9) directors. Directors must be members in good standing, with no monies or fees past due to Sandy Pines throughout their tenure in office.

**Section 2, Term of Office:** Each director shall serve for a term of three (3) years. Three (3) directors shall be elected each year. Directors shall not be elected to more than two consecutive three (3) year terms. Newly elected directors shall be sworn into office on September 1.

**Section 3, Election of Directors:** The election of directors shall be by written ballot at the annual election. The three (3) nominees receiving the highest number of votes shall be elected to serve for a term of three years. If other vacancies exist on the board, those vacancies shall be filled, beginning with the remaining candidate with the next highest number of votes, elected to serve the next longest available vacancy.

**Section 4, Removal of Directors:** A director may be removed from office by a vote of Sandy Pines members voting on the question (as per election rules) at the annual election or a special election called for that purpose.

**Section 5, Officers of the Board:** The officers of the Board, who must be directors, shall be: **a)** a Chairman who is the presiding officer at all meetings of the Board. The Chairman shall be the executive head of the Board insofar as required by the bylaws, and for all ceremonial purposes. The Chairman shall have a voice and vote in all proceedings of the Board equal to that of the other members of the Board. The Chairman shall have no veto power; **b)** a vice-chairman who presides at the Board meeting in the absence of the Chairman, **c)** a secretary who insures that the minutes of all Board meetings are recorded; **d)** a treasurer who insures that Sandy Pines financial records are properly maintained.

Officers of the Board shall also have such other duties as the Board may designate. In the event of the absence or disability of both the Chairman and vice-Chairman, the Board may designate another of its members to serve as acting Chairman during such absence or disability.

**Section 6, Powers of the Board:** The Board shall:

- a) direct the management and affairs of Sandy Pines;
- b) designate, by resolution, the banking institution(s) as a depository for the funds of Sandy Pines, the officers, agents, or employees authorized to execute contracts and other instruments, including withdrawals on behalf of Sandy Pines;
- c) perform those acts of authority which have been granted;
- d) have the authority to borrow money for Sandy Pines for any necessary project or expenditure as authorized by a majority vote of the membership voting on such proposal(s) at a properly held and noticed election except as provided in Article IV, Section 2. The Board may, if it determines the action to be necessary, assign, pledge, mortgage, or encumber any Sandy Pines property, real or personal, for security for such loans;
- e) adopt, amend, rescind, and repeal rules and regulations relating to the use of Sandy Pines property, and the conduct of its members and their guests;

- f) employ a sufficient number of persons to adequately maintain Sandy Pines property;
- g) adopt, by resolution, rules of order for the conduct of meetings at Sandy Pines;
- h) determine the annual budget by the following procedure:
  - 1) The Park President shall submit a preliminary annual operating budget and a preliminary capital budget for the next fiscal year to the Board at its May meeting.
  - 2) The preliminary annual operating budget and the preliminary annual capital budget may be approved by the Board prior to the next fiscal year without a vote of the membership if the following requirements are met:
    - a) the preliminary annual operating budget and the preliminary annual capital budget do not show a deficit;
    - b) the annual dues increase or capital assessment increase is not higher than the percent increase for the preceding twelve (12) months of the Consumer Price Index (CPI) for all items published for the North Central Region of the United States for the month ending six (6) months prior to the beginning of the next fiscal year.
  - 3) If the annual operating budget and the capital budget do not meet the requirements of Article VIII, Section 6, Paragraph h), Subparagraph 2, the following procedure shall be used:
    - a) the Board shall schedule hearings on the annual operating budget and the capital budget on the second Saturday of June and July. These hearings shall take place on the premises of Sandy Pines;
    - b) the Board shall place the annual operating budget and the annual capital budget annual budget on the annual election ballot.
  - 4) If the annual operating budget and the capital budget are not approved at the annual election, the following procedure shall be used:
    - a) the Board shall assess annual dues and a capital assessment on each membership based on the previous year's annual dues and capital assessments, plus the CPI increase as determined in Article VIII, Section 6, Paragraph h), Subparagraph 2, on or before the beginning of the next fiscal year.
- i) levy annual membership dues and a capital assessment upon each member to provide the funds required by such budgets as approved by the Board or the membership at the annual election as the case may be;
- j) hold one or more special elections to approve any revised annual operating budget or capital budget after holding one hearing on the premises of Sandy Pines. Upon approval of such annual budgets at such special election, the Board shall levy revised membership dues or capital assessments and notify all members of the amount of the annual membership dues or capital assessments as the case may be;

k) annually elect the officers as required by Section 5 of this Article at the September Board meeting. Such election of officers shall be by written ballot and by a majority vote of the members of the Board in office (at that time);

l) establish certain committees of Sandy Pines and appoint or remove the members. The Board may also establish special committees and appoint or remove the members. Except as may be otherwise

provided in these bylaws, the Board shall designate the powers, duties, and responsibilities of the committees;

m) have the authority to enter into an agreement(s) with other organizations having the same or similar corporate purposes for reciprocal rights between the respective members thereof upon the terms and conditions as the Board has adopted by resolution. To implement this power, the Board shall, by resolution, annually set aside selected unassigned campsites for use by the members of such other organizations, and may cause Sandy Pines to join an organization, or similar organizations, established to further the purposes of Sandy Pines as stated in its Articles of Incorporation, and enter into agreements with these organizations;

n) each year require such review, audit or compilation of the financial records and accounts of Sandy Pines as determined by the Board in its discretion from time to time. Any such audit or report shall be made available for inspection prior to May 1, after the close of the previous fiscal year. Copies of the audit or report shall be available to individual members upon request. This audit or report shall be performed by a CPA not associated with Sandy Pines.

## Section 7, Resignations and Vacancies

- a. **Resignations:** Any director may resign at any time, orally, or in writing, by notifying the Chairman of the Board or the Secretary. Such resignation shall take effect at the time therein specified and **if not specific, shall take effect immediately.** ~~unless otherwise specified,~~ The acceptance of such resignation **by the Board** shall not be necessary to make it effective.
- b. **Vacancies:** At the discretion of the Board of Directors, ~~any vacancy on the Board of Directors,~~ **the Board may allow a vacancy – whether** caused by death, resignation, removal, disqualification, or any other cause – **to remain until the next annual meeting of the membership. If the Board chooses to fill a vacancy – whether caused by death, resignation, removal, disqualification, or any other cause – it shall be filled at the next Board meeting. At the discretion of the Board, the vacancy may be filled by any of the following methods:** ~~other than an increase in the number of directors, and occurs more than (120) days before the next annual election shall be filled within (30) days by any of the following ways:~~
  1. The Board may choose a candidate from the election of directors at the previous Annual Meeting of Members. Any duly nominated candidate having received the greatest number of votes from the previous election of directors, and not having been elected in accordance with Bylaw {Ref:} ARTICLE XII ELECTIONS Section 1-12, may be deemed to be elected, to fill the vacancy for the unexpired balance of the term of the vacancy to be filled.
  2. The Board may call for a Special Meeting of the Members to fill the vacancy **for the unexpired balance of the term of the vacancy to be filled.**
  3. ~~The Board may allow the vacancy to remain until the next annual meeting of the membership.~~
  4. The vacancy may be filled by a member who receives the affirmative vote of a majority of the remaining directors then in office at ~~any~~ **the next regular** meeting of the Board of Directors. The term of a director elected by the Board of the Directors to fill a vacancy expires at the next annual meeting at which directors are elected.

Any vacancy which may occur less than 120 days before the next annual election, may or may not be filled at the discretion of the Board of Directors.

**Section 8, Meetings of the Board:** The Board shall hold a minimum of five (5) meetings annually between March 1 and December 31. All regular monthly meetings and special meetings shall be open to all members of Sandy Pines. The Board may adjourn into executive session with a prepared agenda to consider such matters as litigation, personnel, and the discipline of members. Special meetings of the Board may be called by the Chairman or by any three (3) of the Board members. All regular meetings, special meetings, and informal meetings shall be held on Sandy Pines premises. Notice, including date, time and place, must be posted in writing at least seventy-two (72) hours prior to the time of such meeting.

**Section 9, Quorum:** A majority of the directors shall constitute a quorum. A quorum must be present, either in person or through remote participation, in order to transact the business of the Board. Remote participation shall be governed by an Operating Policy that authorizes Remote Participation in Board Meetings outlining the authorized circumstances for remote participation, the conditions and requirements for remote participation, and the procedure for remote participation.

**Section 10, Action Without a Meeting:** Actions of an emergency nature may be taken by the Board without a formal meeting provided that a majority of the Board approves such action orally or in writing prior to its taking effect, and such action is confirmed by an affirmative vote by the majority of the Board at the next regular Board meeting. The action taken must be filed by and with the secretary of the Board, and copies made available to members of Sandy Pines.

## **ARTICLE IX INDEMNIFICATION AND RECOVERY OF EXPENSES**

**Section 1, Occasions for Indemnification:** Sandy Pines shall indemnify any person who was or is a party to any threatened, pending or completed action, suit, or proceeding, whether civil, administrative or investigative, by reason of the fact that they are or were a director, officer, Park President, or other employee of Sandy Pines.

**Section 2, Derivative Actions:** The indemnification specified in Section 1 above, in the case of an action or suit by, or in the right of Sandy Pines, shall extend to expenses (including attorney's fees) actually and reasonably incurred by such person(s) in connection with the defense and/or settlement of such action or suit if such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of Sandy Pines, provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of their duty to Sandy Pines unless and only to the extent that the court in which such action and suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

**Section 3, Other Action:** The indemnification specified in Section 1, in the case of any and all actions, suits, and proceedings other than those specified in Section 2, shall extend to expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of Sandy Pines, and with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person did not

act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of Sandy Pines and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

**Section 4, Mandatory and Permissive Payments:** To the extent that a director or officer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 through 3 aforementioned, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses, including attorneys fees, actually and reasonably incurred by them in connection therewith. In respect of other cases and other items subject to indemnification referred to in Sections 1 through 3 aforementioned, indemnification shall be made by Sandy Pines only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because they have met the applicable standard of conduct set forth in Sections 2 and 3, as the case may be, and such determination shall be made in either of the following ways: a) By a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit or proceeding; or b) If such a quorum is not obtainable, or even if obtainable, by a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

**Section 5, Actions by Members and Guests:** To the extent that Sandy Pines or a director, officer, or employee of Sandy Pines is successful in defense of any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, brought by a member and/or their guest, or on a member's behalf, or that of a guest, or on a member's or guest's complaint, arising out of, or in any way related to Sandy Pines' Articles of Incorporation, Bylaws, Rules and Regulations, Policies or Procedures, then Sandy Pines or such director, officer, or employee of Sandy Pines, as the case may be, shall seek reimbursement of damages from such member or guest in the amount of any expenses, including attorney's fees, incurred in connection with preparing for and defending against such action, suit, or proceeding.

## **ARTICLE X ADMINISTRATION**

**Section 1, Park President:** The Park President of Sandy Pines shall be the chief operating officer. The Board shall adopt a job description outlining the Park President's responsibilities and areas of authority. The Park President shall not be a member of the Board of Sandy Pines.

**Section 2, Removal:** A Park President serves at the pleasure of the Board and may be removed by a majority vote of the Board.

**Section 3, Vacancy:** In the event of a temporary vacancy of the position of Park President, the board shall assume the responsibilities of the daily administration of the Park as it deems appropriate.

## **ARTICLE XI MEETINGS OF THE MEMBERS**

**Section 1, The Annual Meeting:** An annual meeting of Sandy Pines shall be held on the third Saturday of August. a) The notice of the date, time, and place of the meeting shall be published not less than thirty (30) days or more than sixty (60) days before the date of the meeting. b) A notice of the annual meeting shall be posted on the official Sandy Pines website and published in a newspaper or publication printed under the auspices of Sandy Pines and distributed to the members of Sandy Pines.

**Section 2, Special Meetings of Sandy Pines:** Special meetings of Sandy Pines may be called by a majority vote of



the Board. a) The notice of the date, time, and place must be published not less than thirty (30) days prior to the meeting. The notice shall state the purpose of the special meeting. b) A notice of a special meeting shall be mailed first class to each member entitled to vote at such a meeting. Such notice shall be deemed to be delivered when deposited in the United States Postal Service mail, addressed to the member at their address as it appears in the records of Sandy Pines.

**Section 3, Place of Meetings:** All meetings of Sandy Pines shall be held at Sandy Pines unless that is impossible or impracticable due to conditions not within the control of the Board.

## **ARTICLE XII ELECTIONS**

**Section 1, Annual and Special Elections:** The annual elections of Sandy Pines shall be held on the same day as the annual meeting. A notice shall be published in a newsletter or publication printed under the auspices of Sandy Pines and distributed to the members of Sandy Pines.

**Section 2, Special Elections:** Special elections of Sandy Pines may be called by a majority vote of the Board. Notice of such elections shall be published not less than thirty (30) days prior to the election. The notice shall state the purpose of the special election. For special elections a notice shall be mailed first class to each member entitled to vote at such an election. Such notice shall be deemed to be delivered when deposited in the United States Postal Service mail, addressed to the member at their address as it appears in the record books of Sandy Pines.

**Section 3, Place of Elections:** All elections of Sandy Pines shall be held at Sandy Pines. Provisions will be made for a member to vote by proxy or absentee ballot.

**Section 4, Quorum:** A quorum at the annual or special election shall be ten percent (10%) of the members entitled to vote at such election. Members may vote in person, by proxy, or absentee ballot. A majority of votes being cast either in person, by proxy, or absentee ballot at an election shall be necessary for the adoption of any matter voted upon by the members unless a greater portion is required by law or by these bylaws.

**Section 5, Member List:** The Park President shall make and certify a complete list of the members entitled to vote at a membership election. The Park President shall keep a separate list of the name and site number of all members. This list shall be available for inspection by any member during regular business hours at the Administration office. The list for election shall be: a) arranged alphabetically within each phase of Sandy Pines with the Site number of each member; b) produced just prior to the time and place of the elections; c) subject to inspection by any member during the time of the elections; d) prima facie evidence as to which members are entitled to examine the list or to vote at the election.

**Section 6, Qualifications:** Every membership which is not more than thirty (30) days in arrears on payment of annual dues, special assessments, fines, or other fees, or who has not been terminated as per Article VI, will be entitled to one vote.

**Section 7, Voting by Proxy or Absentee Ballot:** Every member entitled to vote or execute consent shall have the right to do so either in person, by written proxy, or by absentee ballot.

**Section 8, Election Commission:** An election commission consisting of not less than three (3) or more than five (5) members of Sandy Pines shall annually be appointed by the Chairman, with advice and consent of the Board. The term of the election commission members shall expire annually. The members shall serve without compensation. The

election commission shall appoint the election inspector, or inspectors, for all polling sites and have charge of all activities and duties required of it by these bylaws relating to the conduct of elections. In any case, where election procedure is in doubt, the election commission shall prescribe the procedure to be allowed,

#### **Section 9, Form of Ballot:**

- a) The ballot used at the polling sites shall be distinctive from those used for proxy or absentee ballots. This distinction may be by color or ballot or a unique layout. Proxy or absentee ballots cannot be accepted at the polling sites.
- b) If two (2) or more candidates or nominees for director have the same or similar surnames, the election commission shall print the site number under the respective names of the candidates.
- c) There shall be no supplementary identification of candidates or nominees on the ballot.

**Section 10, Certification of Vote:** The election commission of Sandy Pines shall certify, publish, and post the election results. Ballots shall be under the supervision of the election commission for not less than thirty (30) days following each election.

**Section 11, Tie Vote:** If two (2) or more persons receive an equal number of votes, then the election shall be determined by lot.

**Section 12, Recount:** A recount of votes cast at any election for director, or upon any proposal, may be conducted if requested in writing, within seven (7) business days after the vote results were certified, published, and posted by the election commission.

### **ARTICLE XIII DIRECTOR NOMINATIONS AND MEMBER PROPOSALS**

#### **Section 1, Nominations for Director:**

- a) The method of nomination for director shall be by petition. Petitions for each candidate shall be signed by at least twenty-five (25) Sandy Pines members. No member shall sign their name to a greater number of petitions than there are persons to be elected for director at the election. Where the signature of a member appears on more petitions than they are permitted to sign, the signatures bearing the latest date shall be invalidated. Nominating petitions shall be filed with the secretary of the Board.
- b) The secretary of the Board shall publish notice of the last day permitted for filing nominating petitions, not less than sixty (60) days prior to the elections, and the number of members to be elected to each office in the manner and time provided by these bylaws.

**Section 2, Form of Petition:** The form of a petition shall be such that it contains the name and site number of the candidate and the office to which that member is seeking election. There shall be spaces for printed names, signatures, site number, and date for petition signers. The secretary of the Board shall maintain and provide forms which are available at the Administration office.

#### **Section 3, Approval of Petition:**

- a) The secretary of the Board shall accept only nominating petitions which conform with the forms

maintained by the Board and which, considered together, contain the required number of valid signatures for candidates for the Board. When a petition is filed by persons other than the person whose name appears as the candidate, it shall be accepted only if accompanied by the written consent of the candidate. The secretary of the Board shall notify, in writing, any candidate whose petition does not meet these bylaw requirements.

- b) Within three (3) days after the last date for filing petitions, the secretary of the Board shall determine the sufficiency and propriety of each nominating petition, and if the candidate is qualified for election as director with all annual dues, special assessments, fines, or other fees paid within thirty (30) days of the due date.
- c) The secretary of the Board shall write a determination on the face of the petition and notify the candidate in writing of that determination.
- d) The names of the candidates for director who file sufficient and proper nominating petitions, shall be certified by the secretary of the Board to be placed on the ballot for election.

**Section 4, Withdrawal of Proposed Candidate, Time:** After filing a nominating petition for director, a candidate shall not be permitted to withdraw unless a written notice of withdrawal is served to the secretary of the Board not later than 4:00 p.m. of the third business day after the last day for filing petitions.

#### **Section 5, Placing Proposals on Ballot:**

- a) The Board may, by resolution, place proposals on the ballot to be voted on by the membership. Proposals shall be voted on and filed with the secretary of the Board not less than fifty (50) days prior to the election.
- b) Members may place proposals on the ballot by petition. Petitions for each proposal shall be signed by a minimum of twenty-five percent (25%) of the total number of Sandy Pines members voting at the previous election. Petitions for proposals shall be filed with the secretary of the Board not less than fifty (50) days prior to the election.

**Section 6, Form of Petition for Proposals:** The form of a petition shall be such that it contains the full wording of the proposal as it will appear on the ballot and the name of the sponsor of such proposal. There shall be spaces for printed name, signature, site number, and date for each petition signer. The secretary of the Board shall maintain and provide a supply of petition forms to be available at the Administration office.

#### **Section 7, Approval of Petition for Proposals:**

- a) The secretary of the Board shall accept only petitions for proposals which conform to the form mandated by the Board and which, considered together, contain the required number of valid signatures required by Article XIII, Section 5b. When a petition is filed by persons other than the sponsor whose name appears on the petition, it shall only be accepted if accompanied by the written consent of the sponsor. The secretary of the Board shall notify, in writing, all sponsors whose petitions do not meet these bylaw requirements;
- b) Within three (3) days after the last date for filing petitions, the secretary of the Board shall determine the sufficiency and propriety of each proposal petition. If the proposal meets all bylaw requirements, the secretary of the Board shall write a determination on the face of the petition and

notify the sponsor, in writing, of that determination.

- c) The names of the proposals, filed with sufficient and proper nominating petitions, shall be certified by the secretary of the Board to be placed on the ballot for the election.

**Section 8, Members Inspection of Petitions:** All nominating petitions and proposal petitions filed with the secretary of the Board shall be open to members' inspection at the Administration office during regular business hours.

#### **ARTICLE XIV AMENDMENTS**

**Section 1.1, Amendments:** These bylaws may be amended only by a majority vote of a quorum of members voting at the annual or special elections.

**Section 2:2, Controlling Authority:** There shall be no resolutions, addendums, rules, regulations, executive directives, or any other actions by the Board, administration, committees, or others, that may take precedence over these bylaws.

(Amended 8/17/2013: Article VIII, Sections 5 & 8; Article IV, Section 1.) (Amended 8/16/2014: Article VIII, Section 7.) (Amended 9/19/14: Definition of Terms, D. Trust Membership; Rules Section, XVII – Rules Enforcement, Section D, Arbitration; Permits Edition, Section 1: Definition of Terms, Part A, Grandfather Policy; Rules Section, Section III: Items Requiring Permits, Section C – Storage Sheds, Item 5 and Section L – Golf Cart Shelters, Item 4)

## **Resolution to amend Rulebook/Handbook — approved 6/21/2019**

**BE IT RESOLVED** that the Board of Directors of Sandy Pines Wilderness Trails, Inc. does hereby approve changes recommended to amend wording to the Rulebook/Handbook as follows:

### **VI. Conduct Rules**

#### **Page 18: A: Alcohol/Drugs, Item e.**

e. A person operating any type of motor vehicle on Park property with a high Blood Alcohol Content (BAC) is subject to enhanced penalties. A high BAC is determined by two PBT (Preliminary Breath Test) readings taken 15 minutes apart with results of .18 mg/dl or greater with obvious signs of intoxication also present.

**Penalties for Operating with a High Blood Alcohol Content may include any or all of the following:**

- Immediate suspension of access status from Park
- 10 points and fines of \$250
- According to the procedures set forth in Section IV, Article VI of the Bylaws, the Park President may petition the Board of Directors for permanent termination of membership or associate membership

### **XII. Watercraft Regulations**

#### **Page 28: Watercraft Rules Regulations, Item 21**

Michigan's Natural Resources and Environmental Protection Act, Act 451 of 1994 and its amended Part 413 are applicable to Lake Monterey, and enforceable by both the State of Michigan and Sandy Pines Public Safety Office. Violators of this Act may be penalized by a State Civil Infraction with fines up to \$100 and/or a 10 point/\$100 violation. The law and rule are intended to protect Michigan waterways, including Lake Monterey against the introduction and spread of aquatic invasive species.

Persons operating a watercraft on Lake Monterey are responsible for the following to comply with this Act and Park Rule.

- A person may not place watercraft or a trailer in the waters of Lake Monterey if an aquatic plant is attached.

**Prior to transporting any watercraft over land, the following must occur:**

- Remove all drain plugs from bilges, ballast tanks and live wells
- Drain all water from any live wells or bilges
- Ensure that the watercraft, trailer and any conveyance used to transport the watercraft or trailer are free of aquatic organisms, including plants.

#### **Rules specific to anglers:**

The Michigan Department of Natural Resources Fisheries Order 245 regulates the release of baitfish, collection and use of baitfish and cut bait, and release of captured fish. This rule is also enforceable by the State of Michigan and Sandy Pines Public Safety Office. State penalties consist of a civil infraction with fines of \$100. Park penalties may also be imposed consisting of a 10 point violation and \$100 fine. The rule specifics are as follows.

- A person shall not release baitfish in any water of this state, including Lake Monterey. A person who collects fish shall not use the fish as bait or cut bait except in the inland lake, stream, or Great Lake where the fish was caught, or in a connecting waterway of the inland lake, stream, or Great Lake where the fish was caught, or in a connecting waterway of the lake, stream or Great Lake where the fish was caught if the fish could freely move between the original location of the capture and the location of the release.
- A person who catches fish other than baitfish in a lake, stream, Great Lake or connecting waterway shall only release the fish in the lake, stream, or Great Lake where the fish was caught, or in a connecting waterway of the lake, stream or Great Lake where the fish was caught if the fish could freely move between the original location of capture and the location of release.

#### **Guidelines**

- Whether purchased or collected, unused baitfish should be disposed of on land or in the trash, never in the water.
- Clean boats, trailers and equipment
- Drain live wells, bilges and all water. Pull all drain plugs
- Dry boats and equipment
- Dispose of unwanted bait in the trash

#### **XIV. Lake, Pool, Beach and Designated Swimming Regulations**

##### **Page 28: Pool Regulations Section B line 4**

~~4. Persons with long hair must wear a bathing cap or have their hair in a ponytail.~~

#### **Section III: Items Requiring Permits**

##### **Page 35: Storage Sheds, Section B, lines 3 and 5**

Line 3: One wall of the shed **can only be a maximum of 8'** in height and maximum roof height **of 10'**

Line 5: A Storage Shed may be placed right on the side and rear lot lines and a minimum of 4' from the road

#### **Section III: Items Requiring Permits (Sandy Pines and Township)**

##### **Page 37: Golf Cart Shelter, Section K, Item 4**

Golf cart shelter **may be placed right on the side and rear lot lines and a minimum of 4' from the road.**

#### **Section IV: Items Requiring Two Permits**

##### **Page 40: E. Seawall Construction:**

All seawalls come under regulations set by the Michigan Department of Environmental Quality (DEQ). The Regional DEQ office is located in Plainwell, MI. The member must first obtain a permit from the DEQ, and then a permit from Sandy Pines will be issued.

~~No seawall construction will be permitted in Phase Six.~~