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Okoboji Yacht Club Sailing School Mobile Home Park

Rules, Regulations, & Requirements Regarding Building Within Park Boundaries

Building Permits --

No building or structure shall be erected, converted, enlarged, reconstructed, moved, or structurally altered within the Sailing School Mobile Home Park, (SSMHP), without first obtaining approval from the Building & Grounds Committee of The OYC Sailing School.

All applications for approval shall be accompanied by two (2) sets of plans showing the actual dimensions and shape of the lot to be built upon, and the location and dimensions of the existing or proposed building or alteration, and any proposed site alteration. The application shall include existing or proposed building or alteration; conditions existing on the lot; setback measurements, before and after proposed construction; and such other matters as may be necessary to determine conformance with and provide for the enforcement of our internal SSMHP regulations. Said approval shall expire within six (6) months from its issuance.

Following approval by the B&G Committee of the OYCSS, the same set of plans must also be submitted to the city of Wahpeton and a building permit obtained before any construction may begin.

Setback Requirements -

For homes abutting Bow or Stern Street, the front line of your home, including deck, if any, must be a minimum of 20ft from the road edge. Regardless of this requirement, the front line of your home must not extend past the average front line of adjoining homes.

If Bow or Stern Street runs behind your lot, the back line of your home, deck, and/or structure shall be no less than 10ft from that road.

For those homes that abut Manhattan Boulevard, the front setback requirement must also conform to the city guideline, which is 35ft from our property line, not the road edge. Regardless of this requirement, the front line of your home must not extend past the average front line of adjoining homes.

Recognizing that we don't have internal lot lines; no home, deck, and/or structure shall be constructed within 10ft of any existing home, deck, and/or structure of your neighbor. For this requirement, ground level pavers and/or concrete pads are not considered structures.

Other Requirements -

No poured concrete pads of any kind will be allowed within the park. Temporary pavers may be approved on a case by case basis, but they must conform to all setback rules outlined in these regulations.

Free-standing sheds will be permitted as long as they comply with all setback rules outlined in these regulations.

Regardless of all other setback requirements outlined herein, no home in the SSMHP may be replaced by a home that is more than 16ft wide.

Any landscaping projects, including, but not limited to, the construction of retaining walls, paths, or fences, the planting of trees and/or bushes, will be subject to approval by the Property and Grounds Committee, and shall require a building permit.

Everyday repairs and/or maintenance to existing structures that do not alter the footprint of the structure or any overhang dimensions will not require approval.

Non-Conforming Use -

Within the regulations established by this document or by amendments which may later be adopted, there exist lots, structures, buildings and uses which were permitted before these regulations were implemented, but which would now be prohibited, regulated or restricted. These nonconformities will be permitted to continue until they are removed. Nonconformities shall not be enlarged upon, expanded or extended, nor used as grounds for adding other structures or uses prohibited elsewhere in the SSMHP. An existing and nonconforming home, porch, deck, and/or other free-standing structure may be repaired and maintained so long as any repair or maintenance does not increase the square footage, floor area or height of such structure; provided, however, an increase in height is permitted to allow construction of a pitched roof so long as the floor area within is not thereby increased. For purposes of this section, the definitions of "repair" and "maintain" include, but are not limited to re-siding, re-roofing, adding windows, doors and adding electrical service.

CLEMENTS BEACH MOBILE HOME PARK RULES & REGULATIONS FOR MOBILE HOME SPACE

- 1. Annual rentals are due and payable May 1st of each year.
- With the exception of your water, garbage, and leaf removal service, your utility bills will be
 mailed to you by the utility companies and are payable to the utility company directly. There is
 one billing annually for water, garbage, and leaf removal service, payable in October.
- 3. Any building or construction of any kind must be approved in advance by management. Building permits must be obtained from the City of Wahpeton. Construction Rules & Regulations for the Mobile Home Park are attached and deemed part of this agreement.
- 4. Pets should be leashed and not allowed to run loose in the area. Management reserves the right to restrict pets.
- 5. No business is to be conducted from the space and no ads or signs are to be displayed.
- Dead storage on your lot or in any common area of the Park is not permitted. This includes boats on trailers.
- 7. Mobile homes are to be set up by tenant, and must be approved by management to meet the standards. Each tenant is responsible for his own yard. Tenants in the back row of homes should mow to the crest of the hill.
- 8. It is the tenant's responsibility to keep hedges on the lot trimmed to a height not to exceed three (3) feet.
- 9. Rental agreements are not transferable.
- 10. Damage to any property in the Park will be charged to those responsible.
- 11. When playing a stereo, radio or television, please keep the volume down so as not to disturb your neighbors, particularly after 10:00 PM.
- 12. We encourage you to use the beach facilities as often as you like. We do expect your cooperation when the Sailing School or sailors are using the beach.
- 13. During the weekends, boats should be tied to your boat hoist dock and not the three painted Okoboji Yacht Club Sailing School docks.

- 14. The boat-launching crane is not available for your use.
- 15. The boat ramp entrance is only available for tenants and Okoboji Yacht Club members. The driveway to the boat ramp has a coded gate access. Contact Brad Farrar if you do not have the code to open the gate.
- 16. Garbage is to be put in plastic bags in the dumpster. Landscaping material, brush, leaves, grass, etc. are not to be put in the dumpsters. Paint, oil, tires, construction materials, etc. are also not to be put in the dumpsters. Appliances, furniture, etc., (items too large for the dumpsters), are not to be left out by the dumpsters. Tenants are individually responsible for the disposal of all items that are not allowed in the dumpster.
- 17. Tents, campers or motor homes will not be allowed in the Mobile Home Park area.
- Boat trailers should be taken back to your home residence. Space is no longer available in our fenced dry-sail area.
- 19. Anyone using the fish-cleaning platform is expected to clean it and dispose of remains in plastic bags. Please double-bag any fish remains and seal tightly before putting in dumpsters.
- 20. Tenants and their guests must maintain slow (less than 10 mph) driving speeds on all roads within the Park.
- 21. The management reserves the right to refuse admittance to anyone and the space is rented subject to these rules and regulations. Management reserves the right to enforce a 24 hour notice to vacate in case of violation of the above rules and regulations.

I acknowledge that I have received a copy of the rules and regulations listed above and understand that they are an integral part of the attached lease agreement.

enant			
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