

Adopted May 7, 2022

## Delavan Lake Assembly Rules and Regulations

### Article 1: General

- 1. Maintenance Fees:** Leaseholder shall pay the annual assessment levied by the DLA for maintenance of the entire park and for the recreational, police, sewage, garbage collection, and other services rendered by the DLA, to the DLA at such location as shall be indicated by the Board in the annual assessment notice delivered to leaseholders. The assessment shall be effective on May 1 and payable on July 31 of each year or such other dates as the Board may from time to time prescribe. Delinquent DLA maintenance fees shall be assessed a penalty of 12% per annum or the maximum rate allowed by law, whichever is less, and a lien may be placed against such leaseholder's interest in the Lot(s) leased by such leaseholder and the improvements located thereon in the event of non-payment of the same.
- 2. Property Taxes:** Leaseholder shall also pay the property tax assessed by Walworth County. In case of default leading to tax foreclosure sale, requisite steps including redemption of the taxes may be taken by the DLA to protect the interests of all its Leaseholders. Any amounts incurred by the DLA in connection therewith shall be paid by the Leaseholder to the DLA upon written demand and, if not paid within thirty (30) days, shall be assessed a penalty of 12% per annum or the maximum rate allowed by law, whichever is less, and a lien may be placed against such leaseholder's interest in the Lot(s) leased by such leaseholder and the improvements located thereon in the event of non-payment of the same.
- 3. Tree Removal:** No tree with at least a four-inch diameter (as measured four feet above the ground) shall be cut down on any leaseholder's lot or in the common area without the approval of the DLA Board of Directors, and provided that, if the removed tree was a healthy tree and unless such tree is being removed for safety reasons as reasonably determined by the DLA Board of Directors, such approval may be conditioned upon a requirement that the leaseholder pay (prior to removing the existing tree) for the cost of a replacement tree with a trunk of at least 2 1/2 inches in diameter four feet above ground to be planted by or at the direction of the DLA Board of directors in another location on such leaseholder's lot mutually agreed upon between the leaseholder and the DLA Board of Directors or, if such parties cannot agree upon such other location or if such leaseholder otherwise requests, in another location in the Park as determined in the discretion of the DLA Board of Directors. In selecting the location for any new tree, the DLA Board of Directors will use reasonable efforts to select a location that will not result in a material and adverse impact on the view of the lake currently enjoyed by existing leaseholders. Note that, as of 2021, the estimated cost of such a tree is \$1,000, which amount may change over time.
- 4. Property Maintenance:** Grounds and premises of dwellings shall be kept in acceptable condition. This includes providing sufficient garbage receptacles properly placed and used, raking of leaves, cutting of lawns, removal of dead or diseased trees, and keeping structures and dwellings painted and in repair. If it becomes necessary, the DLA will arrange to have the work done at the expense of the leaseholder.

5. **Residential Occupancy:** No more than one single-family dwelling may be constructed on any Lot. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any dwelling.
6. **Occupancy Restrictions:** The number of permanent occupants for any dwelling shall not exceed two per bedroom in said dwelling.
7. **Orderly Behavior:** Orderly conduct shall be maintained, and rowdy behavior is prohibited. Nothing offensive to public morals is permitted anywhere in DLA.
8. **Noise Abatement:** Radios, televisions, stereo equipment, or musical instruments shall not be operated or played to disturb other residents at any time. If such equipment is used on porches, near open windows or outside dwellings or premises, volume shall be well controlled.
9. **Noise After Midnight:** Boisterous talk, yelling, etc. radios, televisions, stereo equipment, or musical instruments that could disturb neighboring residents, are prohibited after 12:00 pm.
10. **Sleeping in Non-Residence Structures:** Sleeping in cars, campers, vans, trailers, tents, etc. or on cots or in sleeping bags outside of dwellings or structures is prohibited.
11. **Operation of Vehicles:** Golf carts shall be permitted in Assembly Park only as provided in Article V hereof. Motorized, non-licensed wheeled vehicles (other than golf carts) are permitted on the roads and streets of DLA from the day after Labor Day and ending the following June 30th during the hours of 8:00 am to 8:00 pm. All vehicles (other than golf carts which shall be governed by Article V hereof) are prohibited from operating in any area in DLA other than on the streets and roads. All vehicles powered by a combustion engine shall have a quiet exhaust system. All vehicles shall be operated within posted speed limits, and shall observe all warning, stop and other posted signs. Pedestrians shall have the right of way always.
12. **Parking Restrictions:** All vehicles shall be parked only on private property, entirely clear of roads and streets, except, on Assembly Lane. Only minor repairs on vehicles will be allowed in DLA. Such repairs shall be made with a minimum of noise.
13. **Fireworks Prohibition:** No person shall sell, offer for sale, have in his possession, ignite, or discharge fireworks of any kind in or on any lot or lots or common area of the DLA Grounds. Open (uncovered) pit fires are strictly forbidden. The Board of Directors shall prescribe from time to time an assessment to be imposed for any violation hereof. Any such assessment shall be subject to the grievance procedures set forth in the DLA Bylaws.
14. **Dog Restrictions:** Dogs shall be kept on a leash not to exceed 8 feet in length and shall not be a nuisance on property of others. Dogs are prohibited in the parks. Excessive barking is prohibited. Only leaseholder and tenants who are renting for four weeks or more can have no more than two (2) dogs in the DLA.
15. **Sport Restrictions:** Playing on DLA roads and streets is prohibited. Ample space and apparatus are provided in all the parks. Playing ball is prohibited everywhere in the DLA except in the large field in the Central Park which is available for soft ball only. Playing hardball or golf practice is prohibited in the DLA.

- 16. Alcoholic Beverages:** Picnic lunches and drinking in DLA parks and at the beach is prohibited. No alcoholic beverages shall be kept, stored, and consumed on any common areas, except at social functions sponsored by the DLA or under permits issued by the DLA.
- 17. Family Use:** Clubs, societies, fraternities, sororities, graduation classes or other groups shall not occupy dwellings. DLA IS A FAMILY PARK.
- 18. Tenant and Guests:** All the above rules and regulations relating to conduct in DLA apply equally to tenants and leaseholder and their families and guests. Leaseholder and rental agents have the responsibility to ensure that tenants comply with the rules and regulations.
- 19. Residential Use:** The lots shall be restricted to residential use. Limited commercial use of a lot may be approved by the Board of Directors, subject to payment of a reasonable concession fee. No business shall be conducted in the DLA except by permit issued by the Board of Directors. No signs shall be displayed without such approval except "Rental" or "For Sale" signs no larger than specified in County Zoning Ordinance.
- 20. Use of Common Area:** The common elements shall be used only for the purposes for which they are reasonably suited, and which are incidental to the use and occupancy of housing units.
- 21. Nuisances:** No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
- 22. Compliance with Local Laws:** No unlawful use shall be made of the Property or any part thereof and there shall be compliance with all valid local, State and Federal laws, zoning ordinances, building codes and regulations of all governmental bodies having jurisdiction thereof. Such compliance shall be accomplished at the sole expense of the leaseholders or the Board of Directors, whichever have the obligation to maintain or repair such portion of the Property.
- 23. Refuse:** Trash, garbage or other wastes shall be kept in secure, sanitary containers.
- 24. Temporary Living Quarters:** No trailer, tent, shack, or living quarters of a temporary character, shall be permitted on any part of the Property at any time.
- 25. Parking of Commercial Vehicles:** No large trucks, buses, or house trailers, shall be parked on the Property (other than inside garages) for purposes other than in the normal course of construction or for services rendered to a leased lot or housing unit.
- 26. Pet Restrictions:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that each housing unit may keep up to two (2) dogs, two (2) cats or other small household pets (such as canaries or parakeets) provided that they are not kept, bred, or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common elements shall be removed immediately by the leaseholder or renter of the housing unit in which the pet resides.

**27. Minimum Term for Short-Term Subleasing:** The ability of leaseholders to sublease, license, or otherwise make available their leased lot or any dwelling located thereon for paid occupancy shall be subject to: (a) such rules, regulations, conditions and restrictions as may be set forth in the By-Laws of Delavan Lake Assembly from time to time; (b) such other rules, regulations, conditions and restrictions as may be set forth in these Rules and Regulations from time to time; and (c) compliance with all other applicable laws of the State of Wisconsin, County of Walworth and Town of Delavan.

## **Article II: Piers**

- 1. Definition of Terms:** An Immediate Family is defined as mothers, fathers, daughters, sons, grandchildren, and spouses.
- 2. Eligibility for a Pier Site Assignment:** Any Leaseholder who, together with their immediate family, owns a majority interest in a housing unit in Assembly Park is eligible for one pier site assignment no matter how many housing units they own, subject to pier site availability.
- 3. Application for Pier Site Assignment:** All piers are limited common area for the exclusive use of the leaseholder(s) to whom the pier has been assigned and located under permit of DLA. No person shall trespass, use, or dock at a pier without the leaseholder's express permission.

Any eligible Leaseholder requesting a pier assignment, or a relocation of a pier site assignment must fill out the proper application form and submit the form with a check for \$30.00 to the Board of Directors.

Pier Site Applications dated after September 1, 1997 are for half sites only.

- 4. Posting:** A listing of pier site assignments and waiting list will be maintained by the pier committee chairman and posted on the bulletin board outside the caretaker's office.
- 5. Pier Site Assignments:** Pier site assignments will be made from the current waiting list.  

The Pier committee chairman shall notify eligible applicants personally, by phone or mail, in the order of application dates until the site is totally assigned. The applicant must accept or reject within two weeks of notification.
- 6. Transfer of Pier Site Assignment:** When a pier site assignee sells all or a majority interest of their housing unit to a member(s) of their immediate family, their pier site assignment will be retained, providing eligibility requirements in Article II are met. The assignee must notify the pier committee chairman, in writing, of any such transfer in addition to filing a lease transfer form with the Board of Directors.

When any assignee transfers from one housing unit to another within the park, the pier site assignment will also transfer.

- 7. Rental of Piers:** A pier site assignee may rent or permit use of a portion of their pier site only to an eligible Leaseholder (non-Leaseholders are not permitted). The assignee must notify the pier chairman in writing of any such arrangements and receive prior written approvals.

A pier site assignee may permit a guest of their housing unit to use their pier during the period while they are a guest of such housing unit.

Assignee may allow members of their immediate family unlimited use of their pier.

- 8. Pier Site Assignment Revocation:** A pier site assignment may be revoked by a majority vote of the Board of Directors for any of the following reasons:
- a. The pier site assignee, in the sole opinion of the Board of Directors, fails to meet the eligibility requirements stated in Article II.
  - b. The pier site assignee does not comply with the pier committee chairman's written notice of a violation by the date stated in the notification.
  - c. Failure of the pier site assignee to pay any amounts due to the DLA in full within sixty days of the due date.
  - d. When a pier site is revoked for any reason, the leaseholder of the pier may sell the pier to the new assignee or remove it and dispose of it at the leaseholder's expense within thirty days after notification.
  - e. When a half pier site is involved, the leaseholder of a half pier must sell the portion of the pier owned at a reasonable price to the new assignee. In the event the leaseholder and new assignee cannot agree upon a price, the parties shall present their respective price proposals to the pier and waterfront committee (together with such back-up information as the committee may request to support such proposed prices) and the pier and waterfront committee shall determine the reasonable price to be paid. Such price may be equal to the amount proposed by either one of the parties or may be somewhere in between the amounts proposed by the two parties. The determination of the pier and waterfront committee shall be binding on the parties. Any improvements to the shoreline or other non-pier materials shall be deemed to be capital improvements that are fixtures to the shore and such improvements/materials shall remain at the pier site for the use of the new assignee (and the owner of the other half of the pier) without payment of any additional amount to the prior pier owner/leaseholder.

- 9. Pier Construction:** All new, rebuilt piers, or piers on new site assignments will be no wider than four (4) feet including outside posts. No T's, L's, or slips are permitted. A detailed drawing of the pier must be submitted to the pier committee for approval prior to installation.

The pier committee will indicate where the pier is to be installed on the site.

The distance between piers must be the same at the shore and the water end where feasible and subject to the approval of the pier committee.

New piers must be placed on sites within one year from the date of assignment or the assignment will be forfeited.

- 10. Pier Maintenance:** All piers must be numbered in a location readily visible from the shore and lake side.

All piers, lifts, and sites must be maintained in a clean and aesthetically appealing condition.

No tires are permitted on piers.

No lifts or boats are to be placed on the lake end of piers.

Piers must be set in place prior to July 1 of each year and remain there until Labor Day.

Piers may be stored on Park Property from Labor Day until Memorial Day. The storage must be within twenty feet of the shoreline and within the assigned site. Lifts and boats cannot be stored on the Park property. The pier leaseholder(s) will be responsible to restore the ground and lawn to an acceptable condition.

Pier site assignees must not use more water space between piers by moving pier or setting a wider boat or lift at the pier, which would encroach on neighboring piers use.

**11. Responsibility of Assignee:** Each assignee assumes absolute liability for their pier, attachments, site improvements, boats, and lifts.

Assignees must notify the Board of Directors of any change of address, phone number, email addresses or use of pier as these changes take place.

By accepting a pier site assignment, the assignee(s) agree to abide by these rules and regulations.

### **Article III: Beach and Swimming Area**

#### **1. Prohibited Conduct:**

- a. No boats or any other water vehicle or water skiers are permitted shoreward of the swimming area buoy markers.
- b. No fishing from the swimming piers.
- c. No running or horseplay on the piers.
- d. No glass containers.
- e. No food or beverages.
- f. No lawn furniture or strollers are permitted on the piers.

**2. Assumption of Risk:** There is no lifeguard on duty and each of the leaseholders acknowledges that they, their agents, invitees, and guests shall swim and dive at their own risk.

### **Article IV: Building and Construction**

**1. Creation and Objectives of the Construction and Architectural Committee:** The DLA Construction and Architectural Committee (the “CAC”) is established to ensure that any improvements or changes in the park will be of good and attractive design and in keeping with the natural setting of the park.

- a. The CAC will also review Architectural Drawings, Plans, Plats of Survey, Pre-Construction Checklists, Insurance requirements and signed copies of the Delavan Lake Assembly Construction Rules and Regulations Acknowledgement forms to ensure all proper paperwork has been provided, in order to give the DLA Board its recommendation.
- b. The CAC shall have full power to create Architectural Design Guidelines and propose rules and regulations changes for approval by the Board of Directors.

**2. Committee Membership:** The committee shall consist of:

- a. The CAC Chairman
- b. Another member of the DLA Board of Directors
- c. At least two leaseholders in good standing

All members of the committee shall be appointed by the DLA Board President annually subject to approval by the Board of Directors.

**3. Matters Requiring Approval for Major Construction Project (construction permit required) (other than Emergency Repairs)**

Each Leaseholder must obtain approval from the Board of Directors and the CAC if they want to do any of the following to the extent the same do not constitute Emergency Repairs (as defined below):

- a. Construct any building or addition to any building (including any deck regardless of height) to your leased property
- b. Place any pre-constructed building on your leased property
- c. Construct a storage shed more than 100 sq. ft.
- d. Construct any driveway, parking area or patio on your leased property
- e. Change the surface of any driveway, parking area or patio on your leased property
- f. Do any landscaping that requires a permit under applicable law

All approvals are subject to Leaseholder getting required permits and providing all contractors’ and subcontractors’ contact and insurance information, in each case naming DLA as an additional insured.

Builder/Owner must check with the Town of Delavan, County of Walworth and State of Wisconsin to determine if any permits are required for said project. If a permit is required no work can begin on the project until copies of the permit(s) are provided to the DLA Board. If the owner or builder make changes to the approved plans/project after permit is issued they must notify the Board of the changes, and obtain approval from the Board for the same, before work is started or continued.

**4. Matters Requiring Approval for Minor Construction (no construction permit required) (other than Emergency Repairs)**

Each Leaseholder must submit a Minor Pre-Construction Checklist if they want to do any of the following to the extent the same do not constitute Emergency Repairs:

- a. Replace a roof on their house or garage.
- b. Re-Side their house or garage.
- c. Repair existing driveway or patio
- d. Minor landscaping (replace existing landscape timber, etc.) that does not require a permit under applicable law
- e. Replace windows of the same size
- f. Heating and Air Conditioning replacement
- g. Perform any other construction, reconstruction, remodeling or repair (other than routine maintenance inside a dwelling unit) that does not require a permit under applicable laws

**5. Matters Requiring Approval for an Emergency Repair Not Requiring a Permit Under Applicable Law**

An Emergency Repair is defined as a repair of a condition that renders the residence difficult to inhabit. Examples such as HVAC failures, burst pipe, electrical problems, water pipe/ well pump, gas leaks, tree damage, roof repair and broken windows.

**6. Insurance Requirements for All Construction Projects.**

- a. Contractor liability insurance, vehicle insurance, and workman’s compensation insurance (where required under applicable law), in each case naming DLA as an additional insured, must be provided to the CAC prior to the approval of any work to be done. Note: Please visit the State of Wisconsin’s website for Department of Worker Development, for Workman’s Compensation Insurance Requirements.
- b. Proof of insurance is required for Emergency Repairs when the contractors work could present a potential safety hazard and shall be provided as soon as reasonably possible and, in any event, within five (5) business days after any such Emergency Repair is commenced.

Whenever approval is required of the Full CAC and the Board of Directors, appropriate plans and specifications must be submitted to it. The Full CAC shall have thirty (30) days to approve or disapprove said plans and specifications once they have been submitted to it unless such plans and specifications are deficient in which case more time will be given. Leaseholders shall be required to reimburse the DLA for any expenses incurred by the CAC or the Board in reviewing any request for approval. The CAC may withhold approval for any reason it deems appropriate. Approval will not be withheld for frivolous or unreasonable reasons. A copy of each approved set of plans and specifications shall be kept on file by the CAC.

**7. Procedure for Approval of Major Construction Project**

- a. Leaseholder shall provide the following:
  - i. Pre-Construction Checklist for Major Construction Project.
  - ii. DLA Speaker Request – Major Construction Project form



- iii. Completed Contractors Information form to include all Contractors Certificates of Insurance (liability, workman's compensation, and vehicle insurance).
  - iv. Signed copy of the DLA's Construction Rules and Regulations Acknowledgement
  - v. Architectural drawings, current stamped surveys, plans, landscape designs. Etc.
  - vi. A project timeline.
- b. Send the above to the Board Secretary with any drawings and photos. The Secretary will then:
- i. Send the documentation to the CAC.
  - ii. Add the Speaker Request to the next Board Meeting.
- c. The full CAC will meet and:
- i. Review all drawings and documentation.
  - ii. Address and mediate any issues with the applicant.
- d. Monthly Board Meeting:
- i. The Leaseholder will present the requested construction.
  - ii. The Leaseholder may bring their Architect and Construction Lead to the Board Meeting to assist in their presentation.
  - iii. The CAC will make their recommendations to the Board.
  - iv. The Board will vote to approve or deny the construction (approval is subject to Leaseholder obtaining building permits).
- e. If the project is approved the Leaseholder is responsible to obtain all required permits prior to starting any work.
- f. The Leaseholder is responsible to inform the Board of any project delays.
- g. The Full CAC will monitor and report progress of construction to the Board.
- h. If your project will begin in the winter, please provide your speakers request no later than the **September** Board meeting.
- i. A current Plat of Survey with an updated survey stamp must be included with the project and submitted to the DLA CAC/Board before any construction is started. The updated Plat of Survey must include the DLA Road Right of Way and include the new construction project footprint/location of new structure. Upon completion of the project, an updated "as built" Plat of Survey with an updated survey stamp must be provided to the DLA CAC/Board

## 8. Procedure for Minor Construction Approval

- a. The leaseholder shall provide the following:
  - i. Pre-Construction checklist for Minor Construction
  - ii. Provide all contractors certificates of Insurance (liability, workman's compensation, and vehicle insurance)
  - iii. Provide signed copy of the DLA Construction Rules and Regulations Acknowledgement
- b. Send the above to the Board Secretary. The Secretary will then send all documentation to the CAC.

- c. The CAC will review the repair request and either approve or disapprove the request.
- d. At the next monthly Board Meeting:
  - i. The CAC will inform the Board of the project status.
  - ii. If approved, the project may only be done during the parks Open Construction period: Labor Day thru June 30<sup>th</sup>.
  - iii. A workday is from 8:00 am to 8:00 pm
- e. The CAC will monitor and report the progress of the repair until the repair is completed.

If your project will begin in the winter, please provide your speaker's request to the Board no later than the September Board meeting.

## **9. Procedure for Emergency Repair Approval**

To have Emergency Repairs that do not require a permit under applicable law approved the Leaseholder must:

- a. Contact the Caretaker or a Board Member. The Caretaker or Board Member will then perform an inspection and approve or deny the repair. If approved, the Caretaker or Board Member will then notify the Board of the pending repair. If denied, the leaseholder can appeal the denial to the full Board.
- b. Upon approval, the Leaseholder must provide the Board with Contractor's name, address, email, phone number and certificate of insurance as soon as possible.
- c. Repairs are to be made to the affected preapproved area only.
- d. The CAC will monitor and report progress of the repair to the Board.

Note: Emergency repairs that do not require a permit under applicable law do not require approval from the CAC or the DLA Board.

Emergency repairs may be done at any time throughout the year.

If an emergency repair requires a permit under applicable law, please contact a Board Member or the Caretaker and follow the Building of a Home or a Major Remodeling Project process.

## **10. Additional Building and Construction and Repair Requirements**

- a. **No Construction period**

- i. The No Construction period is from July 1<sup>st</sup> through Labor Day. No construction or remodeling of any structure or dwelling is allowed except for approved emergency repairs or minor repairs to piers.
  - ii. No hammering, drilling, sawing, or loud construction noise of any kind is allowed. (except for normal mowing of lawns, power washing, general maintenance, and approved emergency repairs).
- b. **Asphalt and concrete driveways and patios are not allowed.** Any removal of existing concrete or asphalt must be replaced with permeable pavers or approved clean crushed rock; provided, however, that, upon approval by the Board, Leaseholders shall be permitted to perform routine maintenance to, and repair damaged portions (consisting of 25% or less of the total existing surface) of, existing concrete or asphalt surfaces.
- c. **Tree Removal for Construction.** Any tree that needs to be cut down for construction of a home needs to be approved by the CAC and shall be subject to the terms of Article 1, Section 3 above.
- d. **Fence Prohibition.** Fences and enclosures are prohibited throughout Delavan Lake Assembly Park. All persons are expected to respect the property of others and avoid unreasonable trespassing.
- e. **Building Height Restriction.** Total height of a new home, addition or structure being built cannot result in any home exceeding 35 feet in height, as measured from the top of the foundation wall to the highest peak in the roof but not including a chimney (if the top of the foundation wall is not more than one (1) foot higher than the highest point in grade at the foundation). If the top of the foundation is more than one (1) foot higher than the highest point in grade at the foundation, total height of a new home, addition or structure being built cannot result in any home exceeding 35 feet in height, as measured from the highest point in grade at the foundation to the highest peak in the roof but not including a chimney. In addition, no new home, addition or structure being built shall result in any home being higher than three (3) stories in height, excluding any basement that does not protrude more than one (1) foot above grade at any point but including any attic, whether dormered or not. Notwithstanding the foregoing, in the event of a casualty to any structure, such structure shall be permitted to be restored or rebuilt to the same size as existed immediately prior to such casualty, to the extent otherwise permitted by applicable law.
- f. **Landscaping.** Landscaping may not be altered or changed in any way that may affect the way water enters and leaves any lot within the Park in such a way that it would adversely affect someone else's property.
- g. **Construction Refuse.** All Leaseholders and or Contractors shall provide adequate debris containers and dumpsters to remove all construction debris during the course of the project. Construction debris should be cleaned up daily so as not to pose a hazard.

**The facilities of Delavan Lake Assembly are not available for the removal of construction debris from any construction, remodeling, or repairs of Leaseholders properties.**

- h. **Construction Material.** No construction material may be stored on DLA property or common areas.
- i. **Street protection:** Whenever any equipment is used that can potentially damage and clog the pavers on the street (heavy machinery, concrete pours etc.) tarps and plywood must be placed on the street to keep dirt and other materials from getting into the gaps in the pavers and to protect them from damage. Tarps and plywood must be put down and picked up daily. **Note: If any of the permeable pavers are damaged or clogged with dirt, concrete or any other debris due to construction, the DLA may, at the option of the Board of Directors, (a) require the Leaseholder to have such damage repaired by a contractor approved by the Board or (b) repair such damage at a cost to the Leaseholder equal to the greater of (i) the actual cost incurred by the DLA to repair such damage or (ii) a minimum charge of \$350.**
- j. **Foundations:** Anytime a foundation is dug, an orange safety fence must be erected to prevent unauthorized entry and subsequent falls. The fence must be maintained until any fall hazard is eliminated.
- k. **Trenches and holes:** Any trench or hole (including egress windows) must be marked and covered daily.
- l. **Silt fences:** Silt fences must be installed and maintained around the project when there is any digging until new grass is established or approved paver or gravel is installed.
- m. **Changes to approved plans:** If the owner or builder makes changes to the approved plans after a permit has been issued, they must notify the Board and the CAC of any changes, and obtain approval from the Board for the same, before work is started or continued.
- n. **Notification of neighbors:** Leaseholders shall be required to notify all adjoining neighbors (and any other neighbors who could reasonably be expected to be impacted by same): (i) if a zoning variance is needed, and/or (ii) of the project start date of a project that will be excessively dirty or noisy prior to work commencing so the neighbors can take appropriate protective action; and the Leaseholder shall provide the Board with evidence reasonably acceptable to the Board that such notifications have been made. The Board may also provide such notifications including by sending general announcements to the Assembly Park email distribution list.
- o. **Permission from neighbors:** If necessary, permission must be received from neighbors to access their property when drilling a well.
- p. **Blocking of streets:** Notification to neighbors should be given ahead of time when streets or neighbors driveways will be blocked due to construction.
- q. **Heavy Equipment Entering and Leaving:** When heavy equipment is required, the contractor must contact the Caretaker or the CAC to determine a designated route in and out of the park.
- r. **Fall or Winter Construction:** For fall or winter construction, please provide the speakers request no later than the September Board Meeting. **Note: should a situation arise during the winter months that require approval, please contact the Caretaker or Board Member to have your request reviewed.**

- s. **Time Limit for Construction:** Approval for construction projects is valid for (1) year. Request for approval must be resubmitted if work has not started within the (1) year time frame.
- t. **Periodic Updates:** It is the responsibility of the Leaseholder to provide (or to cause their general contractor to provide) the CAC Chairman with periodic progress reports as to the status of any construction project at least 3 days prior to each monthly Board meeting and otherwise at such times as the CAC Chairman may reasonably request, all in form and substance reasonably acceptable to the CAC Chairman.

**ARTICLE V: Golf Carts**

Driving a golf cart in Assembly Park is a privilege and is subject to compliance with all golf cart rules and regulations. A golf cart (Cart(s)) is a vehicle with four wheels originally designated for use on a golf course use and powered by a battery or internal combustion engine. A four wheeled (club car type) utility vehicle, such as the one owned by DLA, is considered a golf cart to be governed by these regulations. Any & all ATV's (all-terrain vehicles) are not considered to be golf carts and such vehicles are not permitted in DLA. Only battery powered golf carts shall be permitted effective May 1, 2012. All golf carts powered by internal combustion engines and registered prior to May 1, 2012 shall be deemed to be legally non-conforming carts. Any legally non-conforming carts may be replaced only by a battery-powered cart.

1. **Registration:** All carts operating in DLA must be registered with the DLA Secretary who will issue a unique number on a sticker which must be affixed to both sides of the cart. The registration fee will be \$50.00 or such other amount as may be determined by the Board from time to time and included in the budget to be voted on by the Leaseholders at the annual meeting. Only leaseholders may register golf carts, guest renting cottages/houses are not allowed to bring carts to use on DLA property. There is a limit of one cart per household.
2. **Insurance Coverage:** To obtain a golf cart permit, a leaseholder must submit proof of insurance coverage which must expressly include the use of the golf cart in the community. Insurance policies must provide coverage for general liability in an amount of at least \$300,000.00 dollars. The policy must provide that DLA shall be given at least thirty days (30) notice prior to the non-renewal, lapse or termination of that policy.
3. **Leaseholder/designee Compliance:** Leaseholders are responsible to see that they or anyone who drives their cart (designee) is familiar with all of the park rules and regulations contained herein. If a cart is found to be in violation of any of the rules or regulations, the owner/leaseholder will be issued a violation notice. Issuance of a violation to the owner/leaseholder shall not absolve the driver (if other than the owner/leaseholder) of any criminal or civil liability.
4. **Licensing Requirements:** Carts may be driven by DLA Leaseholders or their designees who have a valid driver's license.
5. **Assumption of Liability and Indemnification:** Leaseholders acknowledge annually, that they will assume all liability, and are solely responsible for the operation of their Cart on the streets and grounds of DLA.

Leaseholders also agree to indemnify and hold harmless the Delavan Lake Assembly Board of Directors and its Leaseholders for any and all liability arising from the use of their cart by signing the DLA Hold Harmless Agreement (Form # 03172021).

6. **Hours of Operation:** Golf Carts may be operated on the DLA Roads and Grounds between one half hour before sunrise to one half hour after sunset unless the cart is equipped with two (factory or aftermarket attached) operating headlights (on the front of the cart) and two (factory or aftermarket attached) operating taillights (on the rear of the cart), which are visible from a distance of five hundred (500) feet. No golf carts may be operated between the hours of Midnight and 5:00 AM.
7. **Local Compliance:** The operator of the cart shall comply with all traffic rules and regulations adopted by the State of Wisconsin, The Township of Delavan, Wisconsin, and the Board of Directors of Delavan Lake Assembly. Additionally, all leaseholders with a registered golf cart are entitled to equal access to the park regardless of race, color, religion, sex familial status, or national origin.
8. **Prohibited Areas of Operation:** Whenever possible, carts must be driven on DLA roads or paved pathways. Golf carts may be used on the DLA grounds when driving to a boat pier or to the beach but driving on grassy areas must be kept to a minimum. Carts may use the Beach roadway, giving right of way to pedestrians and must park off the roadway or sidewalks when arriving at their destination (beach or boat pier). Use or driving in the common areas of the Park is prohibited at all times except as may be approved by the Board in connection with Board approved special events and subject to such further restrictions and limitations as may be imposed by the Board in connection therewith.
9. **Number of Occupants:** The number of occupants is limited to the number of seats which the cart manufacturer has installed on the cart. All riders must remain seated at all times while the cart is under power. No riding/standing on backs, fronts or hanging off sides of the vehicle is permitted. Only the driver is allowed to steer the cart. No passenger is allowed to sit on the driver's lap while cart is being driven.
10. **Alcohol or drugs:** While operating golf carts within DLA individual drivers are prohibited from possessing open alcoholic beverages or drugs in the cart and may not drive, operate or be in actual physical control of the cart after consuming an amount of alcohol or drugs that renders the individual impaired in his driving abilities.
11. **Permitted Parking:** Golf Carts must be parked on the Leaseholders property. Leaseholders on Assembly Lane must not park their carts on Assembly Lane on Fridays, Saturdays, Sundays, and National Holidays from May 1 thru Labor Day.
12. **Annual Fees:** For each year after the year of initial registration, a leaseholder operating a golf cart in the park is subject to an annual fee of \$50.00 or such other amount as may be determined by the Board from time to time and included in the budget to be voted on by the Leaseholders at the annual meeting. This fee will be added to the leaseholder's annual assessment. Any leaseholder having a disability is exempt from this fee. To qualify for this exemption, the leaseholder must provide proof of disability by either a

doctor's letter or a copy of their handicap vehicle placard and return that documentation it to the Secretary prior to May 31.

#### **Article VI: Outdoor Burning**

1. **Restrictions on Outdoor Burning.** Open burning, outdoor burning and refuse burning shall be prohibited in Assembly Park except as specifically permitted by the Board. Notwithstanding the foregoing, propane firepits, table tops and heaters (in each case burning only propane fuel) shall be allowed subject to compliance with the following conditions: (a) only leaseholders and their families (and not renters) will be allowed to use such devices; (b) all fires should be attended and supervised at all times by a competent adult (21 years of age or older) until the fire is completely extinguished; (c) all fires shall be required to be completely extinguished by 12:00 am and no fires will be permitted between 12:00 am and sunrise; (d) the monitoring person should have readily available for use (within 10 feet) a current ABC rated (or all purpose) fire extinguisher or hose that is charged with water and ready to use, in order to put the fire out if necessary, and (e) any such fires shall be subject to compliance with all other applicable laws (including burn bans) of the State of Wisconsin, County of Walworth and Town of Delavan.
2. **Exceptions.** The foregoing restrictions do not apply to: (a) grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances; or (b) burning in a stove, furnace, fireplace or other heating device within a home used for human habitation unless the material being burned includes refuse.

#### **Article VII: General**

1. **Enforcement.** Enforcement of these Rules and Regulations will be performed in accordance with the Grievance Procedures set forth in the DLA Bylaws. All Rules and Regulations shall be enforced in a uniform and non-discriminatory manner.
2. **Amendments to Rules and Regulations.** These Rules and Regulations may be amended by vote of the DLA Board of Directors in accordance with the DLA Bylaws. Copies of any such amendments shall be furnished by the Board of Directors to each leaseholder (which may include by posting to the Assembly Park website) prior to their effective date. Prior to being voted on by the Board, proposed amendments to these rules and regulations will be posted to the Assembly Park website for review by Leaseholders at least ten (10) days prior to the monthly Board meeting at which any such amendment will be considered and such proposed amendment will be placed on the agenda for such monthly Board meeting so as to provide Leaseholders wishing to do so, an opportunity to file a speaker request form to speak at such meeting regarding such proposed amendment prior to a vote on the same.