

MASTER RULES

VOYAGEURS RETREAT COMMUNITY ASSOCIATION

**MASTER RULES
VOYAGEURS RETREAT COMMUNITY ASSOCIATION
(CONTINUED)**

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1. INTRODUCTION

1.1 It is important that we preserve the living and architectural style that Voyageurs Retreat at Giants Ridge (“Voyageurs Retreat”) represents. The goal of these Master Rules is to provide reasonable, practical guidelines for the operation of the Voyageurs Retreat Community Association (the “Master Association”), which governs Voyageurs Retreat. Residents and guests are obligated to comply with these Master Rules and the Master Governing Documents. The Board of Directors of the Master Association (the “Master Board”) may approve other Master Rules based upon authority contained in Section 3.10 of the Master Declaration. References to the Master Association mean the Master Board acting for and on behalf of the Master Association. The terms used in these Master Rules have the same meanings as set forth in Section 1 of the Master Declaration.

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2. GENERAL USE REGULATIONS

- 2.1 Please be considerate of other residents. Owners, Occupants and their guests may not engage in conduct which is a material annoyance or nuisance to others or which is threatening or harassing in nature. Owners and Occupants are responsible for the behavior of their families, guests and tenants while at Voyageurs Retreat. The cost of repair of damage to the Property resulting from the acts of Owners and Occupants and their guests may be assessed against the Owner's Unit.
- 2.2 Persons residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of any governmental authority. If charged with a violation by a governmental authority, the Owner or Occupant shall indemnify, defend and hold the Master Association, and other Owners and Occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
- 2.3 Voyageurs Retreat is designed to be a residential community. Business or commercial activity may not be conducted at Voyageurs Retreat, except for those activities expressly permitted in the Master Governing Documents.
- 2.4 For health reasons, garbage and refuse should be placed in leakproof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply.
- 2.5 Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept at Voyageurs Retreat at any time.
- 2.6 Except as expressly permitted by law, firearms, air-guns and other devices designated to fire a potentially lethal projectile may not be discharged or carried on the Property, except for carrying the device to and from a vehicle for purposes of transporting the device.
- 2.7 Persons authorized by the Master Board may enter the yard areas of the Units and other Settlement Property at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of serious loss or damage to any portion of the Property, or injury or death to any person. These authorized persons may also enter the yard areas of the Units and other Settlement Property upon reasonable advance notice for purposes of maintaining, repairing and replacing the Master Common Elements or those parts of the Units or other Settlement Property (if any) which the Master Association is obligated to maintain.
- 2.8 Managers and others who provide services to the Master Association are required to take direction only from the Master Board or officers. Comments regarding services or actions of persons performing work for the Master Association should be directed to the Master Board or to the manager.

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3. USE OF MASTER COMMON ELEMENTS

- 3.1 Master Common Element parks, boat docks, canoe racks, lockers, trails and other amenities are for the general use of all Owners and Occupants. We ask that you be considerate of the rights of others in the use of such amenities.
- 3.2 Please use your best efforts to prevent the Master Common Elements from becoming unsightly. Personal property or discarded items may not be stored, dumped or otherwise left on the Master Common Elements.
- 3.3 Walkways, trails and other portions of the Master Common Elements used for access to and from the Units or public areas, may not be obstructed or used for storage, activities or for any purpose other than access and authorized recreational purposes.
- 3.4 Residents and their guests should not interfere in any manner with common utilities, equipment, systems or structures on the Property.
- 3.5 In order to preserve the aesthetic character and beauty of the Property, all plants, trees, landscaping and topsoil on the Master Common Elements must be left undisturbed, except for routine maintenance. The Property also contains a variety of natural areas, including environmentally sensitive wetlands, shoreline, a lake and related open space. All such areas, whether located on a Unit, other Settlement Property or the Master Common Elements, shall be maintained in substantially the same condition as at the completion of development of the Property, subject only to natural changes resulting from natural growth, weather or deterioration. The use, maintenance and alteration of such natural areas and other portions of the Property are subject to additional environmental restrictions established by the Master Governing Documents and other applicable governmental laws, ordinances and regulations.

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4. BOAT DOCKS

- 4.1 The use of the boat docks provided by the Master Association is subject to the following conditions and restriction as well as all other state and local laws; rules and ordinances.
- 4.2 Each Owner has the right to use the boat docks in common with all other Owners and their guests. The boat docks are seasonal and will be installed, removed and stored by the Master Association at such time as the Master Association deems appropriate.
- 4.3 The boat docks shall be used solely for the purpose of temporary mooring of boats and personal watercraft. Overnight mooring of boats or other watercraft is prohibited.
- 4.4 Owners and Occupants are responsible for supervising use of the boat docks by family members and guests. Loud or otherwise disturbing activities on the boat docks is prohibited. The boat docks may not be used for storage, maintenance or refueling and each Owner is responsible for keeping them in a clean and orderly condition.
- 4.5 The Master Board may regulate the size and types of boats and other watercraft which may use the boat docks.
- 4.6 Safety on the boat docks is a primary consideration. Please be considerate of others using the boat docks and do everything you can to make it a safe environment.

5. CAMPING

- 5.1 Mobile homes, travel trailers, campers, tents, or other vehicles or equipment designed or used to provide temporary, movable living quarters for recreational use may be temporarily used on any Unit as temporary living quarters. "Temporary use" is defined as active use on a Unit, as well as parking or storage of such vehicles or equipment on a Unit, for a period not to exceed (i) fourteen (14) consecutive days, or (ii) sixty (60) days in aggregate in any one calendar year. The presence of such vehicles or equipment on a Unit in excess of these time periods is prohibited. All such temporary use is subject to applicable governmental ordinances and regulations. When any such vehicle or recreational equipment is temporarily used on a Unit, such vehicle/equipment shall be kept and maintained in a clean and orderly condition.
- 5.2 Small portable, commercially-manufactured chemical-type toilets designed for use while camping are allowed subject to the use and storage provisions contained herein.

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6. ARCHITECTURAL MATTERS

- 6.1 No Person may modify, remove nor change the appearance of any part of the Master Common Elements or the exterior of any Unit, Dwelling, building containing one or more Dwellings or accessory building, except in accordance with the architectural requirements set forth in Section 8 of the Master Declaration and the Design and Landscape Guidelines.
- 6.2 Identification signs or displays of any kind may not be placed anywhere on the Property except as expressly permitted by the Master Declaration or as otherwise approved by the Master Board.
- 6.3 No antenna or satellite dish may be installed on the Property except as authorized by the Master Board, or a committee appointed by it. The Master Board shall have authority to impose such reasonable requirements in connection with the installation of such equipment as are consistent with law.

7. PETS

- 7.1 Only dogs, cats, small birds and fish, and other animals generally recognized as domestic household pets (collectively referred to as "pets") may be kept on the Property, subject to the conditions set forth in this Section and the Master Governing Documents.
- 7.2 Pets shall be kept solely as domestic household pets and/or as statutorily authorized "service animals" used by disabled persons, and not for any other purpose. No animal shall be raised or bred, or kept for business or commercial purposes, by any Person upon any part of the Property.
- 7.3 No pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.
- 7.4 Pets shall be under control at all times when walked or exercised on the Property.

8. UTILITIES

- 8.1 Except as set forth in the Master Governing Documents or the Settlement Governing Documents (if applicable), each Owner is responsible for the maintenance, repair, replacement and charges relating to public utilities or other similar services metered solely to his/her Unit.

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9. VEHICLES AND PARKING REGULATIONS

- 9.1 Commercial vehicles, buses and inoperative or unlicensed vehicles or recreational equipment of any type may not be kept, parked or stored anywhere on the Property except within a Dwelling's garage.
- 9.2 No operable passenger vehicles, lawn tractors, trailers, motorcycles, golf carts, snowmobiles, watercraft or other recreational equipment may be parked, kept or stored on the Property (i) within 30 feet from the right of way of the common roadway or within 10 feet from the property line of any Unit, or (ii) for more than fourteen (14) consecutive days, unless parked, kept or stored within a garage or otherwise screened in a manner such that the items are not visible from another Unit, any community association common element, the lake, or the common roadway. Such vehicle/equipment shall be kept and maintained in a clean and orderly condition.
- 9.3 Parking and storage upon the streets serving the Property is prohibited except in those areas designated by appropriate signage as permitting parking.

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10. LEASING

- 10.1 Recognizing the recreational nature and the location of the Property, the leasing and/or rental of Units shall be allowed, subject to reasonable regulation by the Master Association and the following qualifications:
- 10.2 It is recognized that the rental or leasing of Units may be conducted and managed through a centralized rental management program. Accordingly, the Master Association shall have the authority to enter into a contract with a rental manager approved by the Master Board to manage Unit rentals on behalf of those Owners who elect to participate in the rental program; however, only those Owners who do participate have a right to receive any of the benefits and services included with the rental program. Participation in any such rental program shall be on a voluntary basis; provided, however, the Master Association may impose reasonable Master Rules permitting, restricting or limiting the availability or use of other rental programs or other leasing and/or rental of Units.
- 10.3 Rental activity shall be conducted in such a manner as to maintain the character of the Property, and shall not unreasonably interfere with use and enjoyment of the Property by Owners and Occupants, and their invitees.
- 10.4 A lease or rental agreement, if any, shall provide that it is subject to the Master Governing Documents and the Master Rules, and that any failure of the lessee to comply with its terms shall be a default under the lease or rental agreement.
- 10.5 The Master Association may impose such reasonable Master Rules as may be necessary to implement procedures for the leasing of Units or Dwellings, consistent with this Section.

11. ADMINISTRATION

- 11.1 Waivers from the provisions of these Master Rules for specific situations may be granted by the Master Board for good cause shown if, (i) in the judgment of the Master Board the waiver will not violate the Master Governing Documents nor interfere with the rights of other Owners or Occupants, and (ii) the waiver is granted to other Owners and Occupants under the same circumstances. Waivers will not be granted unless an emergency or highly extenuating circumstances exist.
- 11.2 The Master Board has the authority to amend these Master Rules, and make such other Master Rules, from time to time, as it deems necessary for the use, safety, care and cleanliness of Voyageurs Retreat, and for securing the common comfort and convenience of all residents.

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12. VIOLATIONS/HEARINGS

12.1 When there is a violation of these Master Rules or the Master Governing Documents, the Master Board is authorized to pursue various remedies. These remedies include, but are not limited to, legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any condition in or on the Master Common Elements, a Unit or other Settlement Property which violates the Master Rules or Master Governing Documents. Prior to the Master Board imposing a fine for any violation, the Master Board shall, upon written request of the violating Owner, grant the Owner a fair hearing. Please refer to Section 11 of the Master Declaration for a complete discussion of the rights of an Owner with respect to hearings.

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13. FINES

- 13.1 **Authority.** The Voyageurs Retreat Board of Directors has the authority, pursuant to the Master Declaration, to impose various fines, penalties, or charges, for each violation of the Master Governing Documents or the Master Rules. The Board has decided to amend the Master Rules as indicated below, in order to clarify for Owners, the procedures involved in dealing with known or suspected non-compliance. The procedures set forth below will be administered for those matters that pose no immediate risk to the health, safety, or welfare of the residents or guests of the Association or to any portion of the Association.
- 13.2 **Reservation of Rights.** The Board of Directors reserves the right to take additional or other action, pursuant to Master Declaration (Section 11.2.6), when a violation of the Rules and Regulations is deemed to present an immediate hazard to the health, safety, or welfare of the residents or guests of the Association or to any portion of the Association. In addition, the Board of Directors reserves the right to pursue any other actions or remedies that are authorized by the Declaration, the Bylaws, and relevant Minnesota laws.
- 13.3 **Standards.** In addition, the Architectural Review Committee (“ARC”) has the authority to impose standards for design, appearance, construction or development which are more stringent than the standards prescribed by the Master Governing Documents, the Design and Landscape Guidelines or applicable building/zoning ordinances, laws or regulations. (See Section 8.1.3 of Master Declaration.)
- 13.4 **Reporting Suspected Violations.** If an Owner suspects a violation of the Voyageurs Retreat Master Declaration, Master Bylaws, or Design and Landscape Guidelines, the Owner should make every reasonable attempt to discuss and informally resolve the matter with their fellow Owner(s). If an Owner wishes to report a suspected violation, the matter must be documented and reported, in writing or electronic means, to the Association’s management company. Please include date, address and time of incident(s); anonymous complaints will not be reviewed or acted upon. The current email address to be used for reporting suspected violations is info@cagmn.com. Suspected violations can also be reported by sending a letter to the management company at Community Association Group, Inc. 4672 Slater Road Eagan, MN 55122. Owners will be informed of any email or mailing address changes. Reports of suspected violations will not be taken by phone.
- 13.5 **Inspection.** The Architectural Review Committee or its agents may, at any time, enter and inspect the property of a Unit to determine whether there is compliance with the Design and Landscape Guidelines. The Master Board or its agents may, upon receipt of sufficient evidence from an Owner report, enter and inspect the property of a Unit to determine whether there is compliance with covenants, conditions, restrictions, easements and other rights and obligations in the Master Declaration and Master Bylaws.

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13.6 **Procedure.** In the event of a suspected or known violation of the Master Declaration, Master Rules, or Master Bylaws, the following procedure will be used for remedy of violations and assessment of fines:

13.6.1 **First violation:** A written warning notice letter from the Master Board will be sent to the Owner of the Unit which has a suspected or known violation. The notice shall indicate the nature of the violation, the number of days provided to remedy the violation, and the Owner's right to a hearing (Section 11.3 of Master Declaration).

13.6.2 **Failure to Remedy:** If the Owner does not remedy the violation within the number of days provided for in the written warning notice, a \$100 fine will be assessed to the Owner. A violation letter will also be sent to the Owner, specifying an additional number of days with which to remedy the violation. A \$100 fine will also be assessed if the violation is remedied but the Owner violates the same covenant/rule within 12 months from the date of the written warning notice. A Unit Owner who does not remedy the violation within the number of days provided for in the violation letter will be assessed an additional \$300 fine. Owners may request a hearing as indicated below.

13.7 **Continued Failure to Remedy, Additional Assessments, and Due Dates:** In the case of a violation that is not corrected within 21 days after the date when the \$300 fine is imposed under the Procedure above, an additional fine of no less than \$100 may, at the discretion of the Board of Directors, be imposed for each month, or portion thereof, that the violation continues. Such a monthly fine may be imposed retroactive to the date at which the violation letter was sent. No additional hearing will occur before the imposition of such monthly fines. In addition to assessment of fines, the Board may in its discretion assess any or all administrative fees and expenses incurred by the Association as it seeks to remedy the violation, including attorneys' fees and costs incurred by the Association in conjunction with enforcement of the Master Governing Documents, Master Rules or Design and Landscape Guidelines. All fines shall be due and payable to the Association within 7 days from the date that the fines are assessed.

13.8 **Notice of Violation and the Opportunity to be Heard.** Before the imposition of fines for a violation, other than monthly fines, the Master Board of Directors shall, upon written request of the Owner, grant the Owner an opportunity for a hearing to address the violation. The procedures for informing the Owner of a right to a hearing, the Owner's request for a hearing, and the hearing itself, shall be as follows:

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- 13.8.1 The Owner shall be given written notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to make a written request for a hearing. The hearing shall be before the Master Board of Directors or, at the Board's discretion, a committee appointed by the Board that is made up of at least three disinterested Owners. Some or all of the members of the committee may, at the discretion of the Board, be Board members. The written request for a hearing shall be mailed or hand delivered by the Owner to the office of the Association's management company. For purposes of these procedures, the receipt by the office of the Association's management company of the written request shall be deemed to be received by the Board of Directors.
- 13.8.2 The hearing shall be scheduled by the Board of Directors and held within 30 days of receipt by the Board of Directors of the Owner's written hearing request, and with at least ten (10) days prior written notice to the Owner.
- 13.8.3 If the Owner fails to request a hearing or fails to appear at a requested hearing, then the right to a hearing shall be deemed waived by the Owner, and the Board of Directors may impose the applicable fines and take all other action as it deems appropriate.
- 13.8.4 Hearings shall be conducted in a fair and equitable manner. The decision of the Board of Directors or its appointed committee, and the rules for the conduct of hearings shall be final and binding on all parties. The decision of the Board or its appointed committee shall be delivered in writing to the Owner within ten (10) days following the hearing, if not delivered to the Owner at the hearing.
- 13.8.5 Attendance at the hearing will be limited to the following persons: members of the Board of Directors or its appointed committee, agents of the Association, the Owner making the complaint, and agents of the Owner. An Owner attending the hearing to address a violation may elect to be represented by legal counsel. A member of the Master Board who might have direct involvement in the alleged violation can attend the hearing but shall recuse him- or herself from the hearing process decision.
- 13.8.6 Any fines imposed by the Association may, at the discretion of the Board of Directors/Committee, be made retroactive to the date the violation was first reported. Any fines imposed by the Association may, at the discretion of the Board, be waived after the hearing.
- 13.8.7 The procedures outlined here, including sending warning letters and/or holding a hearing, may be waived if, in the Board's discretion, circumstances warrant, including situations in which the violation constitutes a hazard to the safety or security of the homeowner, other homeowners or residents, or their respective guests.

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13.9 Procedure for Noncompliance.

13.9.1 The Architectural Review Committee is responsible for ensuring compliance with the Design and Landscape Guidelines, and Section 8 of the Master Declaration. In the event of suspected or known noncompliance with the Guidelines or architectural control provisions of the Master Declaration, the A.R.C. will follow the same procedure as that of the Master Board in Items 3, 4 and 5 above, except as follows: the A.R.C. will require the Owner to pay all costs in connection with the resolution or correction of a violation; the A.R.C. may, at its discretion, record a Certificate of Noncompliance in St. Louis County against a Unit found to have violated the Guidelines or Declaration Section 8; the amount of any A.R.C. fines will be determined by the A.R.C. in conjunction with the Master Board.

13.10 Personal Liability for Fines / Levy of Fines as Assessments.

- 13.10.1 Pursuant to the terms of the Master Declaration, each fine imposed by the Association against an Owner shall be the Owner's personal financial obligation and shall be a lien against the Owner's Unit. The lien shall attach to the Unit as of the date the fine is imposed, but shall not be final until (i) the fine is affirmed in writing following the hearing referred to above (if applicable) or (ii) after the expiration of the time period within which the Owner could request a hearing but failed to do so (if applicable).
- 13.10.2 Late charges will be assessed on unpaid fines in the same manner as unpaid assessments.
- 13.10.3 Notification may be performed in writing or electronically.

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14. LOT CONSOLIDATION

14.1 The Voyageurs Retreat Master Board has considered the question of combining adjacent lots to form a single lot. After reviewing the potential benefits and drawbacks of lot consolidation, the Master Board has decided to add a new Master Rule that permits lots to be combined under certain conditions, subject to approval of the Architectural Review Committee and the Master Board.

Allowing certain lots to be combined will improve the aesthetics of particular building sites in Voyageurs Retreat, preserve more green space, minimize difficulties in satisfying VR Architectural Guidelines for certain lots, while maintaining the architectural and environmental character of Voyageurs Retreat.

Under the new Rule, an Owner may request that 2 or 3 lots be combined to form a single lot, provided that those lots share a common lot boundary. That is, the lots to be combined must have a common lot boundary that is not interrupted/divided by a roadway, trail, park, a different lot, or a natural or man-made feature deemed significant by the A.R.C. or Master Board. The person or entity making the request must be the Owner of all the lots prior to making the request.

Please note that under the new Rule, all VR building and environmental standards and requirements, including the VR Architectural Guidelines, remain the same and apply to the consolidated lot. This means, for example, that all St. Louis County or City of Biwabik zoning laws and regulations must be followed, tree removal can be performed only in accordance of the A.R.C. Design and Landscape Guidelines or with prior approval from the A.R.C, all construction on consolidated lots is limited to one residential single-family dwelling, and that no commercial activity, shared ownership, or rental activity is permitted on merged lots.

Also please note that under the new Rule, consolidated lots are limited to a maximum of three immediately adjacent lots that each share a common lot boundary (lot line) with one of the other involved lots.

The annual VR assessment dues when 2 lots are combined will be the amount equivalent to one lot, and when 3 lots are combined will be the amount equivalent to 1.5 lots. The change in the amount of the annual VR assessment dues will be prorated from the date the Master Board has provided final approval. VR assessment amounts are set annually for all lots by the Master Board.

If an owner who has consolidated lots into a single unit later subdivides the unit and only paid annual dues under the new formula, they will be required to pay for any past annual dues that were not collected due to the consolidation.

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- 14.2 An Owner may request that 2 or 3 Units be combined to form a single Unit, provided that each Unit shares at least one uninterrupted common boundary with one of the other Units to be combined. The person or entity making the request must be the Owner of each involved Unit prior to making the request. The procedure for an Owner to obtain approval for consolidating adjacent Units is as follows:
- 14.2.1 Submit to the VR Master Board: a) a letter requesting that Units be considered for consolidation and b) a VR plat map indicating the Units under consideration. The Master Board will consult with the A.R.C. about satisfaction of the conditions for consolidation before approving a request.
- 14.2.2 Obtain approval of Unit consolidation from St. Louis County and the City of Biwabik after the Master Board has approved the request.
- 14.2.3 Submit to the Master Board: a) documents showing that the Unit as combined has been properly recorded in St. Louis County and is acceptable to the City of Biwabik, and b) a revised plat map showing the combined Unit. The Master Board will approve the combined Unit after receipt of these documents.
- 14.2.4 The annual Master Assessment for an Owner who has combined 2 Units will be the amount levied against a single Unit. The annual Master Assessment for an Owner who has combined 3 Units will be the amount levied against 1.5 Units. Changes in the amount of the Master Assessment are not retroactive but will be prorated from the date that the Master Board has approved the combined Unit.

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VERSION CONTROL HISTORY

Version	Date	Section	Summary of Change
1	August 25, 2005		Original Master Rules issuance.
2	September 23, 2015	13	Added rule violation and fine provision.
3	February 18, 2016	14	Added lot consolidation provision.
4	March 7, 2021	All	Reformatted entire Master Rules document for ease of use and reading by adding section references. Added version control history.
		5.1	Added clarification and modification to the Camping section.
		9.2	Added clarification and modification to the Vehicles & Parking Regulations section.
		10	The existing Leasing rules contained in the Master Declaration are restated for convenience and reference.
		13.6	Extended scope of fine procedure to include the Master Rules.