

# **RULES OF PIONEER PARK**

Accepted May 26<sup>th</sup> 2012

## **Introduction**

1. The following Rules have been adopted by the membership to regulate the use of the campsites and common facilities of Pioneer Park, a recreational vehicle campground, in accordance with the Restated Articles of Incorporation and the Bylaws of Pioneer Park, Ltd. ("The Park").
2. These Rules are designed to maintain the quality of the Park and to permit the enjoyment of the campground by all those authorized to use it. Your suggestions for improvements to them should be addressed to: Pioneer Park, Ltd. at P.O. Box 579, Lake Delton, Wisconsin 53940.
3. The rules are subject to the Article of Incorporation and Bylaws of the Park. In the event there is conflict between the Rules and the Articles of Incorporation or Bylaws, that portion of the Rules which is in conflict will be deemed invalid and the appropriate provision of the Articles of Incorporation or Bylaws will prevail.
4. In accordance with the Bylaws, the Rules may be changed only by a majority vote of the membership. (See Bylaws of Pioneer Park, Article II, Sec. 3, b, 1, 2 & 3.)
5. As used in these Rules, the term "member" shall include all persons authorized to use the campground by the voting member.
6. Except for Rule II-4 (pad relocations), the Board of Directors may delegate any required Board approval to the Park Manager.

## **II. Campsites**

1. Campsites are intended and may be used for recreational vehicle purposes only. As used in these Rules, "recreational vehicle purposes" means the parking of a recreational vehicle to be used as a vacation or recreational dwelling for the member, his/her family, guests or others using the campsite with his/her permission. Members may not rent their sites nor make them available to others in exchange for a donation.

Class E Penalty

2. No campsite may be used or claimed as any person's legal residence.

Class C Penalty

3. No more than one recreational vehicle may be used on any campsite at one time.

Class B Penalty

4. Recreational vehicles must be centered on the original pad provided for that purpose. If the

present pad does not provide for practical use of the site, or if the recreational vehicle will not fit on the existing pad, the member holding the membership for that site may make a one-time request that the pad be enlarged or moved as needed to accommodate the recreational vehicle and/or provide for practical use of the site. The revised pad location normally should parallel the original pad and consideration must be given to position of trees, the terrain, lot configuration and neighboring sites. The revised pad must have a gravel or blacktop base and, as necessary, the electric and water service box must be relocated to be within five feet of the recreational vehicle. Also, if necessary, the sewer service lateral shall be relocated to be not less than 10 feet from the water service and/or provide for a minimal reasonable connection line from the unit to the service lateral. No improvement shall be placed or located within two feet of the boundary of the campsite without approval from the Board and without acceptance from all adjoining members. All costs incurred, whether by Park management or an outside contractor, shall be the responsibility of the site occupant. Member requests for pad relocations, including a sketch showing the proposed layout and written acceptance of the proposed change from all adjoining campsite members, shall be presented to and discussed with the Park Operations Supervisor and then with the District Director concerned. Relocation requests will then be forwarded to the Board of Directors for review and acceptance or denial. Any recreational vehicle or unit not presently on the original pad and for which a relocated pad has not been approved as provided above must be returned to the original pad by the current member upon change of vehicles. The cost of any return to the original pad will be at the expense of the member making the move.

Class C Penalty

5. Water, electric and sewer connections may be used only to serve the campsite of which they are a part and may be connected only through ordinary hookup procedures to a recreational vehicle parked at the campsite.

Class C Penalty

6. Waste water and materials may be disposed of only in accordance with the procedures and using the facilities available for this purpose. No waste water may be discharged upon real estate owned by the corporation except through an approved sewer system using rigid or semi-rigid pipe from recreational vehicle to sewer hook-ups. Rigid pipe shall be painted a dark color to make it less visible.

Class C Penalty

7. Steel rod/pipe boundary markers shall not be moved, removed or damaged by any person.

Class C Penalty

8. No person may make use of any campsite in any manner or engage in any activity which is illegal or dangerous. Except for cooking fires contained in a metal or earthenware container, any fires lighted outside of the recreational vehicle must be within an approved fire containment area and in an appropriate area away from all natural and manmade combustible material. All fires must be tended at all times so flames do not exceed (4) feet in height. Burning of leaves, trash or treated wood on campsites is not permitted.

Class B Penalty

9. No "For Sale" sign shall be placed on any campsite. "For Sale" signs for recreational vehicles or other personal items may, however, be placed on the bulletin board at the Clubhouse. Members wishing to participate in the "Resale Assistance Program" must complete a fact sheet which will be placed in the Membership Resale Book at the Clubhouse for review by prospective purchasers. New members shall be given copies of the Articles of Incorporation, Rules and Bylaws and must sign a form attesting that they have received them prior to sales being closed.

Class B Penalty

10. Members shall be responsible for keeping and maintaining their campsites and the personal property used on them in a neat, clean and sanitary condition. A general cleanup of each site must be completed no later than June 1st of each year.

Class D Penalty

11. On duty park employees may not perform in-Park work for compensation for Park members, except when completing official work orders.

Class F Penalty

12. Members shall keep the number of their site posted in a easily viewable location, preferable on the home and facing the street, at all times. Numbers should be of a reasonable color and at least 3" tall to be easily viewed and esthetically pleasing.

### **III. Campsite Improvements**

1. There may be placed within the campsite such items of personal property as are normally used in connection with recreational vehicle camping (e.g., picnic tables, chairs and grills). For purposes of security, it is recommended that arrangements be made for storage of this property when not in use.

Class A Penalty

2. Members may erect a factory constructed tent or temporary canvas/plastic add-a-room which must be removed when the member leaves for two consecutive days.

Class B Penalty

3. Metal prefabricated canvas roofed three-sided screen houses are also permitted, but may only be affixed to a deck and placed against the recreational vehicle in a manner that will allow for easy removal.

Class E Penalty

4. Prefabricated metal, canvas or plastic roofed screen houses may be placed on a campsite. However, members shall provide adequate anchors to prevent such a structure from collapsing or becoming unsightly.

Class E Penalty

5. Factory fabricated metal or plastic roofed enclosures, as approved by the Board of Directors on October 13, 1990, with screens and/or windows, having no more than 360 square feet may be placed

on a member's deck. Written approval from the Board of Directors or their designee shall be required before installation. Furnaces may not be vented into add-a-rooms of any description.

Class E Penalty

6. Members may erect on their campsites a wooden storage shed, of a design approved by the Board, with a floor area of 64 square feet (8x8 feet) and a maximum height of 8 feet. It may be of a prefabricated type, and if constructed on site, must be completed in a workman-like manner. The roof color shall be **black**. They shall be stained with Pioneer Park green within 30 days after construction. Sheds shall be properly ventilated and wired according to State code. No storage shed shall be used as a dwelling or sleeping place.

Class B Penalty

7. Decks and patios may be constructed on site, but plans for them must be approved in writing by the Board of Directors or their designee prior to construction. Information on approved construction materials and specifications, selected by the Board, is available at the Clubhouse. Board approved stains (samples in the office) may be used on decks, railings, lattice and hitch covers.

Class B Penalty

8. Skirting, as approved by the Board of Directors on October 13, 1990, may be installed around recreational vehicles. All requests and plans must be presented in writing to the Office for approval prior to construction. Information on approved skirting and specifications for installation, approved by the Board, is available at the Clubhouse. Any decks, sheds, skirting or hitch covers presently in use that do not meet the above specifications must be removed or replaced by a cover of approved design at such time as they shall be determined by the Board of Directors or their designee to be unsightly due to deterioration. Any member desiring to cover the hitch of their unit must submit plans for the cover and receive approval from the Board of Directors. Hitch covers must be constructed of treated wood or approved composite material, be unsecured and easily removable, have a V type configuration following the hitch frame and shall be limited in height to the top of the jack or factory provided gas tank (30# maximum). They may have wings which shall not exceed the onsite width of the tongue and of the unit. Board approved stains may be used on skirting and hitch covers. Boundary split rail fencing cannot be stained.

Class E Penalty

9. Portable air conditioners may be used in add a rooms and porch enclosures, but the application/location of window or central air conditioners must be approved by the board of directors. Permanently installed baseboard heaters are not allowed, but portable UL approved electric heaters are allowed in add a rooms or porch enclosures. No electric cook stoves or garbage disposals may be used.

Class E Penalty

10. Only the following outside drying equipment is permitted:

- (a) Folding drying racks which can be placed on the member's campsite (and which

must be stored out of sight when not in use)

- (b) A drying rack which attaches to the recreational vehicle or the side of the member's shed which is away from the street.

Class A Penalty

11. All propane tanks must be painted in one of the following manners:

- (a) If placed next to a member's storage shed, the tank or tanks must be painted the approved Pioneer Park green.

- (b) If placed adjacent to a member's unit, the tank or tanks must be painted the color of the member's unit or white.

Class D Penalty

12. The top of outdoor wood piles may be covered with a brown covering. The sides of the pile must remain uncovered for ventilation and to help prevent rodent infestation.

Class A Penalty

13. No electronic bug devices may be retained and used.

Class B Penalty

14. The telephone company may come into the Park and install the necessary lines to accommodate each campsite. Phones may have only a muted sounding device such as a chime, bell or buzzer. Audible sounding devices located outdoors are not permitted. However, the Board may approve a light signaling device for a member with significant hearing loss.

Class A Penalty

15. A commercial Cable TV system, through an exclusive Park-wide contract, has been installed in the Park and only company personnel or those authorized by the company to do so shall make repairs or connections. Members will be added by the cable company only after payment of fees established for such service. Satellite dishes no larger than 24 inches in diameter may be used. Satellite dish location must be approved by the Board of Directors.

Class C Penalty

16. No pet houses will be allowed. Members shall use a leash to restrain pets, the leash can permit the pet to advance to within two feet of the campsite's border. No electronic fences are allowed.

Class E Penalty

17. Members may use a portion of their campsites for gardening. No vegetable garden shall have a surface area exceeding 72 square feet. No shrubs capable of growing more than 4 feet tall or trees may be planted without prior approval of the Board of Directors

Class A Penalty

18. Members may erect a fence along one or more boundary lines of their campsites, subject to prior approval by the Board. All fencing must be of the wooden, split rail, two rail type and may not exceed 4 feet in height. The finish must be **natural**. Non pigmented preservatives may be applied.

Class B Penalty

19. Other than fences and boundary plantings, no improvement shall be placed or located within 2 feet of the boundary of the campsite.

Class C Penalty

20. No person may cut or remove any trees from any part of the campground nor alter the campsite's existing topography and drainage without approval of the Board, which may direct, if conditions warrant, that a replacement sapling tree be planted (at member's expense) for each tree removed. Unless the extent of removal would seriously impair the attractiveness of the area, the Board may permit trimming or removal of small vegetation and trees if necessary for the reasonable use and enjoyment of a campsite. Dead or diseased trees must be removed. All tree trimming and removal of dead trees that are a hazard to person or property shall be the responsibility of the member.

Class C Penalty

21. There may be no improvement to a campsite which in any manner hinders the use of another campsite or the common facilities of the campground or which in any way interferes with the provision of services to any campsite.

Class C Penalty

#### **IV. Authorized Recreational Vehicles.**

1. For purposes of these Rules, "recreational vehicle" shall mean a self-propelled vehicle or a licensed vehicle which is capable of being towed or driven and which was originally designed and is equipped to allow one or more persons to use it as a temporary residence. All RV and park model trailers must meet all height, length, width and square footage guidelines of RVIA (Recreational Vehicle Industry of America) or RPTIA (Recreational Park Trailer Industry of America) and have either the RVIA or RPTIA seal affixed to the unit. Only recreational vehicles which meet the criteria stated may be used at the campground.

Class E Penalty

2. All recreational vehicles shall be capable of being moved at any time, subject to the disconnection of utility services. This means that the wheels, hitch and tires may not be removed from a recreational vehicle, nor may any foundation be built under it, nor may there be any structure affixing the recreational vehicle to the ground. Members may cover their recreational vehicle in the off-season (October 15 - April 15).

Class C Penalty

3. Washers and dryers in units within the Park on September 30, 1985, may be retained and used but shall not be replaced. No additional units with washers and dryers shall be brought into the

Park nor shall washers and dryers be installed in any units which do not presently have them.

Class E Penalty

4. Central air conditioners requiring 220 volts may be retained and used within the Park. The **location** of central air conditioning units placed into service after September 1, 2005 must be approved by the Board of Directors

Class E Penalty

## **V. Other Vehicular and Recreational Units**

1. No motorized vehicles other than the recreational vehicle, or an automobile, van or light truck may be admitted to the Park with the exceptions cited below:

(a) Any member or guest of a member who is handicapped and requires a motorized wheelchair for transport within the Park must register at the Clubhouse. The vehicle must run at a quiet noise level, be in good repair at all times and have front and rear lights or reflectors if on streets after dark. Any other motorized handicapped vehicle must be approved by the Board.

(b) A member may use a licensed motorcycle, moped or the like for transportation in and out of the Park.

(c) Commercial vehicles providing services or goods to the Park or its members. The use of a dune buggy, golf cart or an ATV within the Park is prohibited, unless authorized by the Board of Directors for disabled/ handicapped use and then only the disabled /handicapped individual may operate the vehicle.

Class B Penalty:

2. Inoperable vehicles located anywhere within the Park shall be promptly removed by their owners. Operable motor vehicles may be left on an unattended member's own campsite during the period from the first weekend in October through the third weekend of May of the following year. If the member desires to cover it, a manufactured cover must be used.

Class B Penalty

3. No utility trailers may be parked or stored on a member's campsite. All utility trailers brought into the Park must be registered at the Clubhouse and may be parked in the designated area for a maximum of ten (10) days.

Class B Penalty

4. No boat or canoe may be stored on a member's campsite. This also applies to the temporary parking of boats or canoes on campsites. All boats and canoes brought into the Park must have current state stickers (as applicable) and must be registered at the Clubhouse. All boats within the Park must be parked in the designated boat area. Boat area sites will be utilized in accordance with

guidelines approved by the Board of Directors and on file at the Clubhouse. All canoes must be kept on the canoe racks provided or on trailers. To allow for adequate parking, each membership shall be entitled to have only one boat and one canoe in the Park at any given time. Boats may be left in the boat area during the period following October 15 of each year until April 15 of the next year at their owner's risk, if proof of insurance is provided. Keys to the back gate will not be passed out for boat owners

Class B Penalty

5. Members may keep snowmobiles on their campsites from the last weekend of October through the second weekend of April of the following year. Operational rules for snowmobiles shall be as determined by the DELLS COUNTRY SNOWMOBILE CLUB, LAKE DELTON-WISCONSIN DELLS, WI. and approved by the Board of Directors of Pioneer Park. Snowmobile trailers shall be parked only in the area designated by the Park Manager.

(a) Since quiet hours of 11:00 P.M. extend year round, there will be no late riding of snowmobiles within the Park except for entering and leaving the Park.

(b) No snowmobiling is permitted on other members' sites, on greenways or on filter or leaching beds.

Class B Penalty

## **VI. Common Facilities**

1. All vehicular access to campsites shall be by road only.

Class C Penalty

2. The speed limit for all types of transportation (including bicycles) year round on all roads in the Park is 10 miles per hour unless a lower speed is posted.

Class A Penalty

3. All types of transportation must obey all stop signs.

Class A Penalty

4. Roadways within the campground are to be kept clear and unobstructed at all times.

Class A Penalty

5. No vehicles may be driven on or over filter or leaching beds.

Class C Penalty

6. Members using Park roads other than the main entrance road to the Clubhouse parking lot and the parking lot itself in the wintertime shall do so at their own risk and shall be responsible for any damage they cause. The Park Manager shall close the interior roads of Pioneer Park at his discretion



during the winter months. When it becomes necessary to close the roads, they shall be barricaded. No one may move the barricades without the permission of the Park Manager and enter the interior roads with a car, truck or van. Park employees are forbidden to tow or assist anyone who becomes stuck beyond the barricades.

Class B Penalty

7. Specific rules for the use and enjoyment of particular common facilities are posted as needed.

Class A Penalty

8. Smoking is forbidden in all buildings, including the Outpost and Pools.

Class A Penalty

**Note: Swimming rules and penalties for rules violations are posted at each pool.**

## **VII. General**

1. Although members may use their sites year-round, the availability of water and sewer service to individual sites before May 1 and beyond October 1 will be determined by frost conditions. Sewer service at individual sites shall not be used when the water is turned off for the winter season.

Class A Penalty

2. Members are at all times responsible and accountable for their children/child visitors, their supervision AND their activities/actions to include financial responsibility for damage/destruction/financial cost to the members, the Park or Park buildings.

Any violation of this rule will result in a \$100.00 fine and an appearance before the board.

(a) Curfew for all children under 18 is 11:00 p.m.

Class A Penalty

3. Quiet hours year round are 11:00 p.m. to 8:00 a.m.

Class A Penalty

4. Members will be issued a maximum of 4 gate cards; they may also receive-2 vehicle tags/decals and 1 membership card for each member of a site. All members must display vehicle tags/decals on their motor vehicles while in the Park.

Class A Penalty

5. Each member shall have the right to invite visitors and guests to the campground and utilize all common facilities and his/her own campsite. During holidays or holiday weekends, a member cannot have more than one non-relative family as an overnight guest.

(a) Any group larger than 12 must be approved by the Board prior to the event.

(b) A form for the use of facilities must be completed and approved by the Board.

Class B Penalty

6. Visitors and guests must register at the Clubhouse upon entry or, after hours, the first opportunity the Clubhouse is open. Guests (including non-member children of members) must display guest tags on their vehicles while they are in the Park, and return them to the office when they leave. All members are directly liable for the actions of their visitors and/or guests.

Class B Penalty

7. Members may reserve guest sites for use by their guests. Each member site is entitled to (7) **seven** guest site nights per year. Reservations may be made after January 1 for that calendar year. A refundable deposit is required **from the Park member**. However, if cancellation of an unused reservation is not made seven days prior to the reserved date or if the guests do not clean up the site after using it the deposit is forfeited.

Class B Penalty

8. Only ordinary, domestic house pets may be brought to the campground and these must be restricted to the recreational vehicle or be under actual, physical restraint at all times. Any pet found by the Park to be excessively noisy, dangerous or in any manner offensive shall be removed. All animal waste shall be picked up, including while in the dog park, properly bagged, and placed in the dumpsters or designated container. No pets may be brought into the Park's comfort stations at any time, except for animals trained as assistants to and aiding handicapped persons.

Class B Penalty

9. The use of skateboards, rollerblades, roller skates, Big Wheels, coaster wagons, scooters and other vehicles on the Park's roads or common facilities is prohibited.

Class B Penalty

10. The discharge of fireworks, or any missile from a firearm, BB gun, pellet gun, slingshot or bow within the Park is forbidden.

Class C Penalty

11. Hunting, killing, taking, holding, trapping or pursuing any live wild animal or bird within the Park is forbidden.

Class D Penalty

12. Members shall be responsible for all repair costs resulting from damage done by them or their families or guests to Park- or member-owned property and utility distribution systems (sewer, water, and electricity) or public distribution systems (electricity, telephone and cable TV).

Class E Penalty

13. Waste materials in the Park shall be handled in accordance with applicable State, Local and Park Rules. Only ordinary everyday garbage may be disposed of in our regular sanitary containers. Yard waste, tires, TV's, electronics, air conditioners, appliances paints, batteries, hazardous waste, and large furniture are NOT permitted.

Class F Penalty

## **VIII. Enforcement**

1. To the extent a member neglects or refuses to perform obligations under these Rules, the Park may assess specific dollar penalties and/or perform the required functions and charge any labor and/or material expenses to the specific member. Any dollar penalties or expense charges shall be due and payable as an assessment on that member.

2. The Park, at the direction and under the authority of the Board of Directors, may impose such other penalties, including the loss or limitation of use of common facilities, as the Board may direct for that specific violation or for violations of that class, in general. Members directed to appear before the Board for Rule infractions and who fail to do so, may, by Board direction, have services to their respective site locked out until they appear before the Board and the matter of their infraction(s) is settled.

3. Penalty classes and their related penalties have been established for the various Rules as follows:

Class A (Rule #'s III-1, 10, 12, 14 & 17; VI-2, 3, 4, 7 & 3; and VII-1, 2, 3, 4, 5 & 9):

1st Offense:\$20. 2nd Offense: \$50. 3rd Offense: \$100.  
Any additional offense of the same rule: Appearance of member before the Board.

Class B (Rule #'s II-3, 8 and 9; III-2, 6, 7, 13 & 18; V-1, 2, 3, 4 & 5; VI-6 and VII-6, 7, 8 & 10):

1st Offense: \$50 2nd Offense: \$100 3rd Offense: \$200  
Any additional offense of the same rule: Appearance of member before the Board.

Class C (Rule #'s II-2, 4, 5, 6 & 7; III-9, 15, 19, 20 & 21; IV-2; VI-1 & 5; and VII-11):

1st Offense: \$200  
Any additional offense of the same rule: Appearance of member before the Board.

Class D (Ruler's 11-10; HI-11; and VII-12)

Written notice allowing member 14 days to perform obligation.  
If not performed by member within allotted time, Park personnel shall perform required functions and member will be assessed appropriate charges.

Class E (Rule #'s II-1; III-3, 4, 5, 8, & 16; IV-1, 3, 4, 5, & 6; and VII-13)

Written notice allowing member 14 days to perform obligation. If not performed by member within allotted time, written notice shall be given to the member to appear before the Board of Directors.

Class F (Rule # VII-14)

Fines listed in the current recycling ordinance or contract with the current vendor shall be passed on to members or guests found in violation.