

**DEAD RIVER CAMPERS, INC.**  
**RULES AND REGULATIONS**

Dead River Campers, Inc., a Michigan corporation, whose address is 102 South Main Street, Ishpeming, Michigan 49849 ("**Association**") has adopted the following Rules and Regulations ("**Rules and Regulations**") in accordance with the Declaration dated March 2, 2000, and recorded in Liber 161, at Page 257, of the Marquette County, Michigan, Records ("**Declaration**"), for the mutual benefit of the shareholders in the Association and other permitted users of the Development. These Rules and Regulations are necessary to achieve the quality of living in the Development desired by the Association. All capitalized terms not defined in these Rules and Regulations shall have the meanings given to them in the Declaration.

DEFINITIONS.

The term "Association" as used herein refers to Dead River Campers, Inc.

The term "Permitted User" as used herein refers to Lot Owner, or the family or invitees of the Lot Owner.

**1. ADMINISTRATION.**

**Section 1. General.**

1.1 These Rules and Regulations may be modified from time to time by the Association. Lot Owners should also familiarize themselves with the Declaration. If there is ever an inconsistency between these Rules and Regulations and the Declaration, the terms and conditions of the Declaration shall control.

1.2 All enforcement provisions provided for in the Declaration shall continue in full force in effect. The enforcement provisions of these Rules and Regulations are in addition to the provisions listed in the Declaration. In no way should these Rules and Regulations be read to restrict the enforcement provisions of the Association to only the remedies listed in these Rules and Regulations.

1.3 All rights, remedies and privileges granted to the Association or any Lot Owner pursuant to these Rules and Regulations or the provisions of the Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

1.4 Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the shareholders of the Association by the Declaration, the articles of incorporation or bylaws of the Association, or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

1.5 If a Lot Owner, or the family or an invitee of the Lot Owner (collectively, "**Permitted Users**"), violates any provision of the Declaration or these Rules and Regulations, or such a violation occurs on the Lot of a Lot Owner, then that Lot Owner shall be deemed responsible for the violation.

## **Section 2. Notice and an Opportunity for a Hearing.**

2.1 Before exercising the remedies set forth in Sections 6, 7(c), (e) or (f) of the Declaration ("**Nonjudicial Remedies**"), the Association shall give the offending Lot Owner notice and an opportunity to request a hearing within a reasonable period of time but not less than ten (10) days.

2.2 If the Association believes that a Lot Owner has violated a provision of the Declaration or these Rules and Regulations and decides in its sole discretion to exercise one or more of the Nonjudicial Remedies, the Association shall first give notice to the Lot Owner of the specific violation that the Association believes has occurred. The notice shall state the date, time and place that a hearing shall take place. The Board of Directors of the Association, or a committee of Lot Owners appointed by the Board of Directors, shall constitute the panel that shall preside at the hearing, hear the evidence and determine whether one or more of the Nonjudicial Remedies should be levied against the Lot Owner.

2.3 If the Lot Owner waives its right to or fails to appear or respond to a notice of a hearing, the Lot Owner shall be deemed to have acquiesced to such Nonjudicial Remedies as the Association deems appropriate under the Declaration and these Rules and Regulations.

2.4 Notice and an opportunity for a hearing shall only apply when the Association decides in its discretion to exercise one or more of the Nonjudicial Remedies against a Lot Owner the Association believes may be in violation of a provision of the Declaration or these Rules and Regulations. Notice and an opportunity for a hearing shall not be required if the Association decides to exercise any of its remedies other than the Nonjudicial Remedies.

**Section 3. Levying Fines.** Whenever the Declaration or these Rules and Regulations provide that the Association may levy a fine which accrues on a daily basis, the fine shall commence to accrue as of the second business day following the date the Association mails or personally delivers notice to the Lot Owner of the violation giving rise to the fine and shall continue to accrue until the Lot Owner is found to no longer be in violation of the Declaration or these Rules and Regulations.

## **Section 4. Interest; Late Charges; Collection Costs; Liens.**

4.1 Any Maintenance Charge, fine or other charge not paid within ten (10) days after the date billed by the Association shall be deemed to be in default and shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by law, from the date first accrued. In addition, a late charge of Fifty Dollars (\$50) shall be added to each Maintenance Charge, fine or other charge not paid within ten (10) days after the date when due.

4.2 All Maintenance Charges, fines, interest, late charges and other costs payable under the Declaration or these Rules and Regulations, including without limitation, reasonable attorney's fees expended to collect any such items, shall be collectible by the Association from the Lot Owner responsible for the violation and shall constitute a continuing lien upon any Lot within the Development owned by the Lot Owner responsible for paying such items.

**Section 5. Association's Remedies for Lot Owner's Violation.** In addition to the rights and remedies set forth in these Rules and Regulations, for a violation or a breach of any of the provisions of these Rules and Regulations, the Association shall have those rights and remedies set forth in the Declaration for violation of a provision of the Declaration.

## **II. FINES FOR VIOLATION OF RESTRICTIONS ON LOTS.**

**Section 1. Violation of Use Restrictions.** After notice and an opportunity for a hearing, a Lot Owner of any Lot used in violation of Sections 4. 1, 4.2 and/or 4.3 of the Declaration shall be charged a fine of Fifty Dollars (\$50) for each day in which the violation occurs. The fine shall be levied retroactive to the date set forth in **Article I, Section 3**, above.

**Section 2. Prohibited Tree Removal.** After notice and an opportunity for a hearing, a Lot Owner of any Lot used in violation of Section 4.4 of the Declaration shall be charged a fine of not less than Three Hundred Dollars (\$300) and not more than Five Thousand Dollars (\$5,000) for each tree removed or cut down in violation of Section 4.4.

### **III. USE OF SURPLUS LOTS AND SURPLUS LANDS.**

#### **Section 1. General Rules for Use.**

1.1 Permitted Users (Lot Owners, or the family or invitees of the Lot Owner) may use the Surplus Lots and Surplus Lands only for their personal, non-commercial, recreational purposes, and the Easements for their personal access to the Lots, Surplus Lots and Surplus Lands, so long as they do so in compliance with applicable laws, ordinances and regulations, the Declaration and these Rules and Regulations. No other persons shall go on or use the Easements, Surplus Lots and Surplus Lands except to the extent said lands may be designated as Forest Lands under the Commercial Forest Reserve Act.

1.2 Permitted Users shall not commit waste to the Easements, Surplus Lots and Surplus Lands, and shall not construct any permanent structures on them.

1.3 Permitted Users shall not permit anything to be done on the Easements, Surplus Lots and Surplus Lands tending to create a nuisance, or endanger the well being of another person.

1.4 Permitted Users shall not make open fires and shall at all times take due care and precautions to avoid and prevent fires on the Easements, Surplus Lots and Surplus Lands.

1.5 No parking shall be allowed on the Easements at any time. No parking shall be allowed on the Surplus Lots or Surplus Lands, except for temporary parking which does not block the passage of vehicles and is incidental to uses of the Surplus Lots and Surplus Lands permitted by this Article III.

**Section 2. Hunting.** Permitted Users may hunt on the Surplus Lots and Surplus Lands, so long as they employ safe hunting practices in doing so.

#### **Section 3. Camping.**

3.1 No one may camp or sleep overnight on the Surplus Lots and Surplus Lands.

3.2 Permitted Users shall not cut, remove or use living trees for any purposes.

**Section 4. Fines for Misuse of Surplus Lots and Surplus Lands.** After notice and an opportunity for a hearing, a Lot Owner responsible for the violation of **Article III, Sections 1, 2, 3.1** or 3.3 above, shall be charged a fine of Five Hundred Dollars (\$500) for each day in which the violation occurs. The fine shall be levied retroactive to the date set forth in **Article I, Section 3**, above. These fines shall be in addition to, and not in lieu of, any damages caused to the Association by reason of the violation.

**Section 5. Prohibited Tree Removal.** After notice and an opportunity for a hearing, a Lot Owner responsible for the violation of **Article III, Section 3.2** above, shall be charged a fine of not less than Three Hundred Dollars (\$300) and not more than Five Thousand Dollars (\$5,000) for each tree cut, removed or used in violation of **Section 3.2**.

**Section 6. Indemnification.** Each Lot Owner shall be deemed to have agreed to indemnify the Association, hold the Association harmless from, and at the Association's option defend the Association against any and all liabilities, obligations, damages, penalties, claims, costs, and expenses, including reasonable attorney fees, paid or incurred as a result of or in connection with (a) the use or occupancy of the Surplus Lots and Surplus Lands by the Permitted Users for which the Lot Owner is responsible, (b) any breach by those Permitted Users of any covenant or condition of these Rules and Regulations or the Declaration, or (c) the carelessness, negligence or improper conduct of the those Permitted Users.