

# Walker Lake Preserve

## Seasonal Operating Policies

### 1. CAMPING SEASON

The annual "Season" is May 1 through September 30. Water may not be available when there is a threat of hard frost.

If your site is not ready, you may park in a temporary location on the ball field or other suitable preapproved location. This temporary site may have no water, no septic and limited electricity. If the site is ready for your RV, but all utilities are not all available, we will refund the amount up to your annual rent paid based on the following schedule:

- \$25 for each week you are without electricity after May 15
- And \$25 for each week you are without water after May 15
- And \$25 for each week you are without septic after May 15
- Or \$100 for each week you are denied access to your site after May 15.

Your lease fee payment allows Seasonal Residents access and use of available facilities and utilities anytime during this period.

Facilities/utilities will be available on the following tentative schedule and subject to weather conditions.

Weather delays do not result in refunds or credits of lease payments.

- Pavilion and Gates Open May 1.
- Pavilion Facilities Close September 30.
- RV's without a lease for the following season must be removed by September 30.
- Begin winterization (no water) October 5 or by first hard frost whichever is earlier.
- Gates close and electricity is shut off October 15.

Seasonal Residents who have signed contracts for the following camping season may continue to use their RVs through October 15 with limited utilities..

### 2. CAMPING AT YOUR OWN RISK

Each Seasonal Resident will maintain his own liability insurance coverage.

This insurance will cover the Seasonal Residents and their guests for personal injury, loss and/or property damage.

The Seasonal Resident accepts camping privileges with the understanding that Lessee hereby releases WLP Development, LLC dba Walker Lake Preserve, its officers and employees, of all liability for loss or damage to property and injury to his person, family and

guests arising out of their use of Walker Lake Preserve and facilities, and agrees to indemnify Walker Lake Preserve, its officers and employees, against claims resulting from loss or damage to property or injury to the person of any member of the family or any visitor or guest of the registered camper arising out of the use of its camping facilities.

Damages or losses caused by electrical outages, wind, rain, lightning, hail or any other weather condition are not the responsibility of Walker Lake Preserve, but that of the lessee.

### **3. CONSIDERATION OF OTHER RESIDENTS AND CAMPERS**

- Quiet hours are from 11 PM to 8 AM daily and will be strictly enforced.
- Seasonal Residents are responsible to see that guests observe this rule.
- Large parties with excessive noise are not allowed nor is offensive or unseemly language.
- Music must be unheard from more than 30 feet away.

### **4. RVs, VEHICLES, DECKS, STORAGE BUILDINGS, AND LANDSCAPING**

#### *Recreational Vehicles*

- RVs placed at Walker Lake Preserve must be in great condition;
- RVs must be approved by Walker Lake Preserve prior to placement on the leased space.
- Lessee incur a daily fine of \$20 for not removing RV at the conclusion of their lease.
- Walker Lake Preserve shall be the sole determining entity as to which RVs are acceptable, regardless of age.
- Seasonal Residents must get notification that their site is ready and have made payment in full before they place an RV on their leased site.
- Walker Lake Preserve has final approval of the placement of your RV on the leased site.
- The site is leased conditionally on the placement of an approved RV. It may not be used for other purposes.
- Seasonal Residents may temporarily remove their RVs during the camping season for travel or repairs. Please inform Walker Lake Preserve as to the circumstances and time frames. If an RV is off site for more than 14 days without the requisite notice, the Seasonal Resident may be deemed to have abandoned the site and the site may be released to other individuals.

#### *Boats, Extra Vehicles and Trailers*

Your site has room for two parked vehicles, trailers or boats. If you wish to park a boat trailer for the season, Lessor will make a nearby space available.

### *Other Personal Property*

- Storage buildings, decks, screened enclosures and other personal items (including satellite dishes) are allowed on your site as long as the Seasonal Resident obtains approval from Walker Lake Preserve prior to installation.
- Any additions, changes and/or alterations in decking, storage units, covered porches, patios, etc. must be pre-approved.
- Decks elevated more than 12" from ground level are required to have lattice of high quality encircle the entire deck that is visible from public view.
- One storage building permitted per site. Storage building shall be less than 100 square feet, and may not be used as sleeping quarters.
- These items remain the property of the Seasonal Resident and may be sold or removed when the lease is terminated. They should also be high quality and in good condition.
- If Ottertail County assesses tax to Walker Lake Preserve for personal property on-site, Seasonal Residents agree to reimburse Walker Lake Preserve for such expenses or make arrangements to pay the tax directly..
- All RVs must have current license tabs clearly displayed. Park model RVs should not have a motor vehicle license.
- All personal property must be located on your site

### *Landscaping*

- Landscaping is not considered personal property. To maintain the appearance of the campsites, plants, rocks, permanent fire rings, etc., must remain with the site when you terminate your lease or move to another site. They may not be sold or removed unless you have specific provisions written into your lease agreement allowing you to remove such items.

## **5. RV AND BOAT STORAGE**

Seasonal Residents may store their RVs and one boat and/or trailer, onsite from October through April without charge if the following conditions are met:

- A signed contract is in effect with Lessor for the following Camping Season; and,
- All terms and conditions of the contract have been met and Lessee is not in default on any provisions of this agreement.
- Stored trailers or vehicles must be registered on your contract.
- Seasonal Residents who are not renewing their leases for the next Camping Season must remove their RVs and other personal property prior to October 1 of the current camping season to avoid charges for non-reserved storage and removal from the site by Walker Lake

Preserve. Lessee agrees that any personal property including RVs, Boats, and trailers, that is left for a period of two months after the expiration of a lease may be considered abandoned and become property of Walker Lake Preserve to do as they see fit.

- There is no access to stored trailers or vehicles during the winter.
- The Lessee assumes all risk and responsibility for damage.

## 6. UTILITIES

- A device to prevent water backflow from your RV to the water system is required by law (backflow prevention device, aka, BPD) and must be installed on the spigot at your site at all times. You may not remove this device. If a device is missing they will be re-installed at your expense (device, plus labor).
- Seasonal Residents are responsible for paying for electricity used. The estimated electrical costs for the season are paid in advance. Each site will be metered. If electrical costs exceed the estimate, additional charge will be assessed based on the amount of electricity used. If costs are less than the estimate, the difference will be applied to next years rent or refunded upon termination.

## 7. "SEASONAL RESIDENTS" AND "GUESTS" DEFINITION

*"Seasonal Residents"* are family: Members of the Lessee's immediate family, children and grandchildren listed on this agreement.

*"Guests"* shall mean all other individuals whom you may invite to visit your campsite and/or stay overnight at your campsite regardless of their relationships to the Seasonal Resident.

### *Seasonal Residents*

- The seasonal fee pays for use of the facilities for family members listed in this agreement as "Seasonal Residents".
- There is an additional charge for a tent or camper placed on a seasonal site. It is \$25 per night when approved and paid in advance. It is \$50 per night when not approved or paid in advance. Tents or additional campers are intended for short term, occasional use only.

### *Guests Use*

Guests not listed on this agreement are limited to visiting 7 days each season. Each day beyond this limit is charged at \$20 per day

o Guests staying in your RV when you are absent requires advance permission from Walker Lake Preserve. Sites/RVs may not be sublet.






## 8. LEASED SITE MAINTENANCE

Walker Lake Preserve is responsible for mowing the general use areas and your site. Lessor will not move personal property and will not mow within six inches of any personal property or obstruction on your site.

- Residents are responsible for clearing their site from obstructions and trimming their sites.
- To maintain a well-groomed appearance, Seasonal Residents are required to trim their sites at least every other week. If site maintenance is not completed as required, Lessor will charge \$50 each time a trim is required to maintain a well-groomed appearance.
- Please make sure the grass area is free of obstructions, especially dog leashes and chains. Fire rings are to be free of litter upon departure of Walker Lake Preserve.
- If tree trimming or removal is necessary on your site, you may be required to move your camper, deck or storage building to shield them from potential damage. Do not remove trees on your site without obtaining permission in advance from Lessor.
- Never dump ash or leaves on land adjacent to the site without permission. Dispose of them properly. Warm ashes are a fire hazard.
- Recreational vehicles, building structures and decks must be washed when necessary and always maintained in good condition. Lessor will charge \$125 each time a wash is required to maintain the appearance of the park. Lessor determines when a wash is required and will execute without notice to maintain the park's appearance.
- Picnic tables in the common area should not be moved without permission.
- RV and/or auto garage canopies are not allowed.
- If Lessee terminates his lease (or has the lease terminated by Lessor), he shall remove all personal property and leave his site clean and orderly. **ALL ITEMS ON SITE MUST BE CLEARED.** If anything is left behind or the site is damaged in any way, Lessee agree to pay reasonable restoration and/or site clean-up costs (minimum of \$100) and forfeit their clean-up deposit. Removal and clean-up must be completed within 3 days.
- Do not store food or garbage outside your RV as it attracts bears and/or other animals.

## 9. TRASH

**Lessor pays by the load and by the pound of trash removed.** Your lease payment provides for the removal of trash and garbage created from normal day-to-day living.

-  Lessees should be “green” and recycle as much as possible. There are several recycling collection sites in the area. Locations will be provided on request. Cans, bottles, cardboard, paper and plastic can all be recycled.
-  Each site is allowed one 13-gallon bag of trash per week. You are encouraged to pack trash home when possible. Sites that generate excessive garbage may be assessed a surcharge to cover the additional costs.
-  Please put all trash in strong plastic trash bags that are closed at the top. Place the bags in the dumpsters provided.
-  The Otter Tail County Solid Waste Ordinance prohibits burning of certain items including solid waste in recreational campfires.
-  Appliances, TV’s, building materials, lawn chairs, grills, equipment and similar bulky items may NOT be placed in the dumpsters. Such items should be taken with you when you leave, or if necessary, arrangements can be made for a disposal fee.

## 10. LEASE FEES, CHARGES AND PAYMENT SCHEDULE






A basic seasonal lease includes one RV site with water, sewer, and space for one boat trailer for the operating season.

Given the complexities of coordinating the spring and fall movement of recreational vehicles, the Seasonal Resident agrees that time is of the essence and any change in his plans will be communicated to Walker Lake Preserve as early as possible.

- Scheduled payments must be made to qualify for free storage during the winter prior to the next Camping Season.
- Payments are non-refundable.
- If payments are not made within 30 days of the scheduled date, reservations are subject to cancellation without notice and storage charges for vehicles left at the RV Resort will be incurred.

## 11. SALE OF YOUR RV




A Seasonal Resident with a valid, paid-in-full reservation may sell their RV and assure the buyer can remain on the existing site if all of the following conditions are met:

-  Resident has a valid, paid lease;
-  RV is in good condition;
-  Buyers are pre-approved by Lessor and sign a new lease;
-  Lessor provides written approval that the buyer may leave the RV on site.
-  Buyer pays a \$25 processing fee.





## 12. RESORT RULES

In exchange for use of the facilities, Lessee agrees to abide by the following rules, and will insure guests also adhere to the rules and accept responsibility for their guest's actions. Failure to comply with these rules and policies is a breach of this agreement and may result in termination of the Lessee's lease without refund regardless of when the breach occurs. Termination of the lease requires an immediate departure from Walker Lake Preserve.





### *Safety*

-  All vehicles must be driven at a safe speed. The speed limit on Walker Lake Drive is **30 MPH** and **10 MPH** on Preserve Way in the pavilion area.
-  No vehicle is allowed on the walking trail except for maintenance by Lessor.
-  No use of firearms allowed without permission.

### *Campsites*

-  Only one family, one RV, and no more than two vehicles are allowed per site.
-  Firewood must be local. Imported firewood can bring disease and harmful insects.
-  Do not leave trash at the campsite or in the fire ring. Trash is to be placed in sealed plastic bags and put in the dumpsters. The dumpsters are for scraps and garbage from daily living.
-  Camp fires can be hazardous. Lessee is responsible for any damage from camp fires. Fires must be properly attended and extinguished when not attended. No fires are allowed when the smoke disturbs other residents or conditions are dangerous.

### *Pets*

-  Dogs deemed dangerous are not allowed at Walker Lake Preserve. If your dog displays dangerous behaviors; you will be asked to remove your dog and/or leave the resort.
-  Dogs must be under owner control at all times. Dogs that do not respond readily to commands, wander or a nuisance must be kept on a leash. Do not leave dogs outside, unattended, when you leave Walker Lake Preserve.
-  Barking dogs will not be tolerated.
-  Clean up after your pet. Any feces left behind in common areas is subject to a \$5 fine. Repeated offenses may result in your dog being denied access to the property.

### *Consideration for other Campers*

- ✎ Quiet hours are from 11 PM to 8 AM. After 11 PM, conversation and camping noise must be restricted to your campsite. Music must be unheard from more than 30 feet away.
- ✎ Smokers must properly dispose of cigarette butts
- ✎ No unseemly language.
- ✎ Please act selflessly, with concern for your neighbor, with compassion and kindness in all interactions and situations.
- ✎ Disagreements with neighbors and residents should be mediated privately. We are not a conduit for you to air grievances with people or solve your problems.

### **13. DOCK AND BOAT SLIP USE**

- ✎ Docks outside reserved slips are for use by all residents. Fishing is permitted from the docks as long as it does not interfere with boat use or swimming.
- ✎ No overnight parking or mooring of boats to docks or on shore is permitted except in rented slips. If there is space available in a slip or on the dock, overnight parking is permitted for \$25 each night when reserved and paid in advance and \$50 each night without advance reservation or payment.
- ✎ Dock use is limited to a maximum of four hours at a time without a rental.
- ✎ Seasonally rented boat slips are only for use of the Lessee and their guests.
- ✎ Boat Lifts must be in good condition and approved for use. Resident assumes all risk and responsibility to damage to boat and lift.
- ✎ Electricity will be provided to the shoreline of the dock.

### **14. COMMON PROPERTY MAINTENANCE**

Walker Lake Preserve is community run and largely self-service. Each resident is responsible for cleaning up and general upkeep of the common areas. Residents that go above and beyond the expected can track their time spent on pre-approved activities and consideration may be given.

- ✎ Lessor will clean the Pavilion every other week. Residents will have access to common supplies (i.e., paper towels and toilet paper) as needed. It's the resident responsibility to keep the bathrooms and pavilion area clean between cleanings.
- ✎ Lessor will mow the grass 12 to 14 times over the season, or every week or two depending on growing conditions. Residents will trim their sites as needed.



- ✎ Lessor will do occasional basic beach maintenance. Residents are encouraged to rake the beach area or pull weeds as needed.
- ✎ Lessor will trim trees and branches. Residents are not allowed to trim or remove tree without permission, except dead trees or branches. Lessor will help Residents locate and obtain firewood upon request.
- ✎ Lessor will empty dumpster about every week, depending on usage.
- ✎ Lessor will maintain the roads and trails. Residents can use the hiking trails, play field and all common property at Walker Lake Preserve.
- ✎ Management is not on-site, but close by. Residents are encouraged to report any maintenance issues, safety concerns and serious issues to management by text message. The Lessor will make every effort to respond in a timely manner.

## **15. SEPTIC SYSTEMS**

Septic Systems are for human waste and toilet paper only. Residents are not to flush any foreign objects or chemicals into the system without permission. Specifically, tampons, cigarette butts, tissue paper and any chemical that disrupts bacteria action are prohibited. Any resident or their guest responsible for flushing unauthorized items are responsible for any unexpected pumping expense and/or damages to septic fields.

Four-inch schedule 40 PVC should be used to connect the RV to the sewer line. A “sealing” type connector is required between your RV and the sewer pipe in the ground. The PVC may not extend into the sewer line more than 4 inches. ***DO NOT PUT FLEXIBLE PIPE DIRECTLY INTO THE SEWER SYSTEM AS IT WILL BLOCK THE SEWER FOR YOUR NEIGHBORS “UPSTREAM”.***



