

RISS LAKE COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS

The following replaces all previously issued Rules and Regulations.

SWIMMING POOL:

All three pools require an access card to gain entry access. Access cards are assigned to each residence and are reused every year. If a homeowner is delinquent in their dues their access card will not work until all dues are paid in full. Replacement or lost access cards or keys can be obtained from FirstService Residential for \$25.00.

Swim at own risk. Must be 14 to swim alone. Under age 14, must be accompanied by an adult. **NO LIFE GUARDS ON DUTY AT ANY TIME.**

Pool is to be used by Riss Lake Association Members and their guests only. A Member must accompany guests.

Overnight parking of vehicles is not allowed in swimming pool parking lots.

Vandalism or misbehavior may result in loss of a resident's pool privileges when directed by the Board.

1. **Season:** The swimming pool is open from Memorial Day through Labor Day. At the discretion of the pool committee or the Board this time period may be extended.
2. **Hours:** The swimming pool hours are posted at the pool and may change at the discretion of the pool committee or the Board. Pool hours are 1:00 p.m. – 10:00 p.m. Monday-Friday and on Saturday and Sunday at the big pool; 10:00 a.m. – 9:00 p.m. at the Meadows and Woodhaven pools. The pool gates will be locked for security purposes at closing each night. Main pool will open at 10:00 after swim team season.

3. **Children's use of the pool:**

Children 5 years of age and under using the wading pool shall be the sole responsibility of an adult Member who must be with the child at the wading pool. Anyone who is 14 years of age or older may supervise the child in the wading pool, if an adult cannot be present to watch the child.

4. **Safety Rules:**

- ~~a.~~ No running allowed in pool area.

- ~~b.~~ No unnecessary roughness, including throwing of balls or projectiles that interfere with non-participants.
- c. No bicycles, skates, skateboards or rollerblades on pool deck.
- d. No abusive or foul language.
- e. Anything in glass containers is prohibited in the fenced pool area.
- f. Stay out of water during an electrical storm. Vacate pool and seek shelter if lightening is in area. Seek walled shelter. The open picnic area /lanai does not provide protection from lightening.
- g. Floats, rafts, etc. are permitted when pool is not crowded.
- h. No diving. (except during organized swim team functions)

5. Health Rules:

- a. No smoking in fenced pool area.
- b. Unsanitary habits will not be tolerated.
- c. All persons must use showers before entering the pool.
- d. Proper swim attire is required.
- e. No food or gum chewing in the pool. Please use the adjacent picnic areas.
- f. No animals allowed on deck or in pool.
- g. Persons having cold, fever, diarrhea, and communicable or skin diseases are not permitted in the pool.
- h. Children who are not yet toilet trained or diaper-dependent must wear a swim diaper when using aquatic facilities.

6. Guests: A Member may bring up to four (4) guests with them to the Pool. A Member must accompany all guests at all times. Members are responsible for informing guests of the Swimming Pool rules.

TENNIS /PICKLEBALL COURTS:

A key is required to access the tennis/pickle ball courts. The old pool key is used for the tennis courts. Contact FirstService Residential for a replacement, key cost is \$25.00. All guests shall be accompanied by a Member. Members are responsible for informing their children and guests of the following rules and regulations:

- a. Non-marking court shoes must be worn on the courts.
- b. Proper court attire is required.

- c. Limit play to 60 minutes if others are waiting.
- d. On weekends, holidays and after 4 PM weekdays, players under 16 must yield court upon request of adult players.
- e. Single players will be asked to play doubles when others are waiting.
- f. Absolutely no food or drink allowed on the courts.
- g. Chairs or furniture of any type are not allowed on the courts.
- h. Metal raquets must have protectors.
- i. NO BICYCLE RIDING, BALL PLAYING, SKATEBOARD RIDING, ROLLERBLADING OR ANY OTHER ACTIVITY EXCEPT TENNIS SHALL BE ALLOWED ON THE COURTS.
- j. A player just using backboard shall yield court to players waiting for a court.
- k. Vacate court and seek shelter if lightening is in area.
- l. No animals are allowed on the tennis/pickleball courts.
- m. No abusive or foul language.

PLAYGROUND / COURTS:

The basketball, volleyball and playground areas are limited to Riss Lake Members only. A Member must accompany all guests. The number of guests is limited to 5 per Member at any single time.

The playground / court rules are as follows:

- 1. For safety reasons, all children must be accompanied and supervised by a parent or guardian. The parent or guardian is responsible for supervision and for the children's safety and compliance with these rules.
- 2. All those using the playground/ courts do so at their own risk. Neither the Association nor its manager is responsible for injuries or accidents.
- 3. Hours for the playground / courts are from 8:00 a.m. to dusk. Do not use the playground after hours or when the playground equipment is wet or icy.
- 4. Only members, residents and accompanied guests may use the playground and courts. No Trespassing.
- 5. No members or guests age 13 and older shall use the playground. The playground equipment is designed for children under 13.
- 6. Use the playground equipment properly. Failure to do so can result in serious injury.
- 7. No roughhousing is allowed.
- 8. No roller skates, in-line skates, skateboards, bicycles, or tricycles are allowed on the playground / courts.
- 9. No animals are allowed in the playground/ courts, with the exception of service animals.
- 10. No food or drinks are allowed in the playground. Please dispose of all garbage into the proper receptacles.
- 11. Management reserves the right to suspend your playground privileges at any time if the rules are not obeyed.

12. No abusive or foul language.
13. Vacate playground / courts and seek shelter if lightening is in area.

FISHING:

Fishing by Members will be allowed on Association Property subject to the following regulations:

1. Licensing: A valid Missouri State Fishing License is a requirement of all Members and guests between the ages of 16 and 65 while fishing at Riss Lake.
2. Method of Catch: Not more than three (3) unlabeled poles and not more than thirty-three (33) hooks in the aggregate, for any or all methods, may be used by any person at one time. Fish may be taken by use of pole and line. Jug line may only be used from evening dusk to dawn. All jug lines shall be properly identified and labeled. Net fishing shall only be used for live bait capture and must comply with Missouri Department of Conservation rules and regulations.
3. Size and Limits: Specific species limitations are as shown in Appendix A.
4. Prohibited Activities:
 - a. Fishing from the dam is not permitted.
 - b. Spear fishing is not permitted.
 - c. No person shall throw or deposit into the lake any material for the purpose of creating man-made reefs, fish habitat or fish spawning places without the permission of the Association.
 - d. A hole in the ice for fishing shall not be permitted.
 - e. No shelter or structure shall be allowed on the ice.
 - f. Trotlines, bank lines or unattended lines shall not be allowed.
 - g. Skating, walking or any other activity on the frozen lake or ponds is not allowed.
5. Rules and Regulations: The Rules of the Missouri Department of Conservation Commission (issued 3/1/18) will be applied to all practice and procedures not otherwise defined by this document.

BOATING:

1. Boats Allowed: To be on the lake, boats must be kept in good repair.

No watercraft of any type shall be on the lake or operated with an on board fuel powered portable or installed generator.

The following type water sports/ water craft are prohibited on Riss Lake:

Electric powered surfboards/jet surfboards, electric wakeboards, electric powered paddleboards, electric water scooters, electric Jet Ski/ waver runners, efoils or electric water wings.

Electric air boats, AKA: e boats, hovercraft, swamp boats, fan boats, plane boat, bayou boat ect.

“Tarzan” boats or rafts.

2. Motors: No internal combustion engines shall be affixed to any watercraft on any waterway, except on rescue, police boats or maintenance craft. No watercraft can exceed 10 horsepower.
3. Permit: No person shall place, launch, anchor, keep or operate any vessel upon Association property without a current annual permit properly affixed to each such boat. Only boats owned by Members may be operated on Riss Lake. In order to receive a boat permit, a Member must:
 - a. Make proper payment for each boat permit sticker required for registration; and
 - b. Member must remain a member in good standing.
4. To Obtain Permit: Members shall obtain permit stickers from the management company office during normal business hours. Permits are issued on an annual basis. Boat fees and penalties are established by the Board of Directors. See Appendix B for current fee schedule. New permits should be installed to allow viewing on the front left or right side of the boat.
5. Operating Rules:
 - a. Guests may operate a Member’s boat provided the Member or a person of the Member’s immediate family is present in the boat. Boats owned by guests are not allowed on Riss Lake.
 - b. The laws of the State of Missouri and the United States Coast Guard apply to the operation of watercraft on Riss Lake.
6. Launching, Storage and Temporary Parking of Boats: Boats must be launched from designated launching ramps. Ramps shall not be occupied for more than 10 minutes following the launching or removal of a boat. Boats may not be left overnight in a launch area or parking lot adjacent thereto. All boat trailers and boats in designated launch areas must display a boat permit sticker. Boats shall not be left on the lake or shore overnight, except in their assigned slip at the marina.

7. Removal and Storage of Neglected Boats: The Board of Directors reserves the right and authority to direct the Management Company to remove and store, at the sole cost and expense of the Member, any boat and/or trailers that has been abandoned or in a neglected condition at the marina, shoreline or parking lot.

SWIMMING:

Swimming in the lake is not permitted.

MARINA:

1. Marina Slip Rental Agreement: Lease Agreements for marina slip rental are available at the management company office. If no slips are available, a waiting list will be established. Priority for assignment of slips and placement on a waiting list will be established by the date in which calls are received at the management company office.
2. Space Fee and Renewals:
See Appendix B.
3. Marina Maintenance: The site shall be kept free of trash, rubbish, cans, etc. by the Member to whom the space is assigned. No picnic tables, ovens or furniture of any kind are to be stored upon the site unless placed there by the Association for the benefit of the members or approved by the Association on a case by case basis. Boats, automobiles, trailers and other personal property shall not be stored on access areas or on walking areas of the boat docks.
4. Space Termination: The Board of Directors may terminate a space assignment for the following reason:
 - a. Failure to comply with any part of these rules and regulations governing use privileges. Decisions of the Board of Directors on these matters will be final.
5. Transfer of Marina Spaces: Marina spaces are not transferable with the sale, transfer or lease of real or personal property to a new owner or occupant. Such a change in ownership or occupancy requires that the prior owner or occupant vacate the previously assigned space and remove all personal property from same.
6. General Rules: All guests must be accompanied by a Member when using the marina. Members are responsible for informing their children and guests of these rules and regulations:

- a. The Association is not responsible for lost, stolen or damaged property.
- b. Shoes must be worn on marina.
- c. Vacate lake and shore area and seek shelter if lightening is in area. Neither the covered marina docks nor the picnic structure provide protection from lightening.
- d. Please keep all trash and debris out of lake and around the marina. Properly dispose trash of in waste receptacles located in the marina area.

Rules for Marina Slip Renters

1. Boats must be secured far enough into the slip so that no part of the craft extends beyond the end of the dock. Slip wells are 24' long. If your boat, including motors and props or accessories protrudes beyond the end of the dock, it is considered a hazard to navigate. The HOA may levy fines or request removal of the watercraft from the marina.
2. The marina dock structure, decking, metal, floats, cabling and electrical system shall not be altered in any way. Structures shall not be bent, formed, cut, drilled, welded or bonded. Residents are not authorized to make any repairs or modifications to the marina power system. The slip lessee shall not perform maintenance or repair to the marina dock structure, system or its amenities without prior written approval from the HOA. If something is damaged, broken, missing or of issue, contact the HOA.
3. All dock slips have electrical power outlets with main electrical panels located at each dock slip finger. If your power outlet is tripping the circuit breaker contact the HOA to have an electrician check the circuitry. Power cords may be purchased from the HOA.
4. Do not attach or store any articles on the marina dock concrete walkways. Flotation devices or paddles can be temporarily secured to uprights inside lessee slip space using a clamping devise, shock cords or lines. The slip inner wood bump boards may have eye bolts installed in them, however if a board fails or is damaged due to a fastener installation or impact damage the slip lessor can be charged for replacement.

5. The marina docks have fish cleaning stations. Please do not cut bait, clean fish, etc. on the concrete decking since it can be damaged or permanently stained.
6. The lessee is responsible for the security of their watercraft and to assure it is secured in such a manner that it does not damage the dock structure, bumpers or other water craft and has power connected, as applicable.

DOGS ON LEASHES:

It is required that dogs shall not be permitted outside of any Lot except on a leash and accompanied by a responsible person as per existing Parkville City ordinance. All dogs are to be contained on lots by invisible fencing (buried wire type). No above ground fencing will be approved in Riss Lake.

FIRES ON COMMON AREAS:

Open burning of any kind, whether in a pit, on the ground, in a grill or in any other manner is prohibited on all Common Area Property, including the Common Area surrounding the lake.

BB GUN, AIR RIFLE, AIR PISTOL OR PELLET GUN:

No person shall fire or discharge any firearm, BB gun, air rifle, air pistol or pellet gun across or onto the public street or public way, or on or across any Common Area, developed or undeveloped lot, or in any other situation as to endanger the person or property of another.

NO TRESPASSING ON THE DAM:

No parking, standing or walking on the grass areas of either side of the dam. Sledding on the dam is prohibited. The grass areas of the dam must meet the standards of the Missouri Department of Conservation for erosion control.

LITTERING PROHIBITED:

No person shall throw garbage, trash, cans or other litter into the lake, on the shore, on the docks, or on other property.

FIREWORKS:

Fireworks shall not be launched or set off from Association Properties at any time, including July 4th. This includes but is not limited to access areas, the dam, the spillway,

vessels and marina, on the lake surface and any other Association Property. Fireworks in other areas of our community must comply with current local and state laws.

TRASH COLLECTIONS:

The Association will provide trash pick-up once weekly for each household. The trash containers provided by the pick-up service must be used. Any other containers must be approved by the Board of Directors. Containers must be kept in the Member's garage. Containers must be set out on the morning of collection and returned to the garage or out of sight on the day of collection. The cost of trash collection shall be included in a Member's Association dues.

HOLIDAY LIGHTS:

Holiday lights are permitted November 15 – January 15 of each year. Removal of holiday lighting from the exterior of the home is to occur weather permitting no later than January 31. Other holiday / events, such as Halloween and Fourth (4th) of July, lighting can be displayed a week before and not more than 2 days after. Lighting shall not illuminate adjacent property. Strobing/pulsing lights that effect adjacent residents are not allowed.

DEFINITIONS:

1. Association: Shall mean and refer to the Riss Lake Community Association, Inc.
2. Member: Each owner of a lot designated as residential property.
3. Member in Good Standing: A property owner who has paid all annual assessments due for the current year and who is not delinquent in payments for any previous year and whose use privilege has not been suspended by the Board of Directors.
4. Board of Directors: Three members who serve as Directors of the Association.
5. Property: All real estate subject to regulation and control by the Association by virtue of any Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Riss Lake, Parkville, Missouri, filed for record and subjecting such property and the owner and occupants to regulation, including but not limited to, the lake, dam, landscape islands, parks, pools, tennis courts, common areas, access areas or Association Property.
6. Guest: An individual who is neither a property owner nor an immediate family member of the property owner, but is physically accompanied by either while on Association Property. The use privilege may be suspended by the Board of Directors for failure to observe the rules, regulations and by-laws.

7. Boat: Every vessel capable of traveling on water and carrying one or more persons, including but not limited to sailboats, electric motor boats, row boats, rafts, canoes, and paddle boats.
8. All other terms not defined in this paragraph, or any sub-paragraph thereunder, which are defined in the Declaration of Covenants, Restrictions, Easements, Charges, Assessments, and Liens for Riss Lake, Parkville, Missouri, creating the Association (and filed of record as Document No. 002072 at the Platte County Courthouse in Platte County, Missouri) or in the Articles of Incorporation or By-Laws of the Association shall have the same meaning herein as the instruments aforesaid in which they are defined.

CONDITIONS TO USE OF ASSOCIATION PROPERTY:

The Association holds title to the Association Property in trust for the benefits of the Members. It has been granted the authority by the courts of the State of Missouri to make, promulgate, administer and enforce rules and regulations for the use of this Property. The rules and regulations are for the benefit of the Members, their immediate family members and guests and have as their purpose the promotion and enhancement of the Members use, pleasure and enjoyment of the property. Each person exercising the privilege of utilizing Association Property shall carefully observe all of the rules and regulations as this is essential for the safety and welfare of Members and is necessary to maintain Riss Lake as an enjoyable and safe recreational area and delightful place to live.

The right to use the Property, including but not limited to the lake, marina and all common area is a personal privilege and is terminated when the individual ceases to be a Member in good standing.

GUESTS:

Members shall ensure that their guests and immediate family members comply with these rules and regulations. Violation of a rule or regulation by a guest or immediate family member shall be regarded as a violation by the Member.

RISK OF INJURY:

Each person, property owner, immediate family member and guests enjoying use privileges will, while in the exercise of such use privileges, assume the risk of all injuries or damage he may suffer therefrom, and shall hold the Association, its Members, officers, directors, employees and agents harmless from any such injuries or damage. The Association does not assume any risks or liability, nor warrant Riss Lake or other Association Property to be safe for any such purpose of use privileges. On the contrary, the Association warns each and every person who may wish to enjoy such privileges that such enjoyment is fraught with danger and the greatest care is necessary for their safety and protection.

LOSS OF OR DAMAGE TO PROPERTY:

The Association does not assume any risk or liability for loss of or damage to the personal property used or left unattended on Riss Lake or other Association Property by Members their family members or guests.

ENFORCEMENT PROCEDURES:

It is hoped that compliance with these rules and regulations will be voluntary by all members. It is recognized, however, that abuses do occur that require penalties. Because of the possibility of these abuses, a grievance committee will be established by the Board of Directors for the purpose of investigating the allegation and recommending actions and penalties to be implemented by the Board.

1. Any Member may notify the Board of Directors or Management Company committee of a violation of the rules and regulations.
2. The notice must be in writing and be specific as to time and place. Anonymous complaints will not be accepted (if the complaining party wishes to remain anonymous, every effort will be made to maintain their anonymity).
3. The Board of Directors will notify the member who is alleged to have violated the rules and regulations in writing of the allegation that has been presented.
4. If the Board of Directors determines that the rules and regulations have been broken, the committee will then recommend that a levy fines and penalties according to the following schedule:
 - a. First violation\$ 50.00 fine
 - b. Second offence for the same violation \$100.00 fine
 - c. Third offence for the same violation or violations that are determined by the Board to be severe loss of privileges
 - d. The Association Board at its discretion may waive or increase fines or penalties based on the circumstances and severity of the offense.
 - e. The Association Board at its discretion may cause a lien to be placed on the violating homeowner's property should any assessed fine not be paid within 60 days of issuance.
 - f. Cutting trees down on Association groundbeginning at \$5,000 fine

APPENDIX A

FISH LIMITATIONS:

<u>Species</u>	<u>Size</u>	<u>Daily Limit</u>
Bass	No length limit	6
	*recommended keep size 13"-15"	
Channel Catfish	No length limit	20
Blue Catfish	No length limit	10
Bluegill, Green Sunfish, and Red-Ear Sunfish	No length limit	50 in the aggregate
Crappie	No length limit	30
Carp	No length limit	50
Hybrid Bass (Wipers)	No length limit	3
Walleye	No length limit	8
Trout	No length limit	4

Daily limits are based on the current Wildlife Code of Missouri, Rules of the Conservation Commission, issued 3/1/18. Any future changes that are made to the daily limits by the Department of Conservation will also apply to Riss Lake.

Note : Riss Lake uses Missouri State guidelines, which are based on larger bodies of water. Taking of fish is not for commercial use. The Board can limit or restrict the taking of fish if it believes over fishing is occurring.

APPENDIX B

FEE SCHEDULE:

Marina Slip

Marina slip yearly fee is \$1,000.00 for one 24'X11'8" slip (full slip), and \$550.00 for one 24'X5'9" slip (one-half slip).

Marina slips are leased on a yearly basis.

The above fee is levied in addition to the annual property assessment and is intended as a USER FEE.

Canoe Cribs

The canoe crib yearly fee is \$230.00. Canoe cribs are leased on a yearly basis.

The above fee is levied in addition to the annual property assessment and is intended as a USER FEE.

Boat and Trailer Permits

Boat and trailer permit annual fee is \$20.00 each. All boats operating on Riss Lake must display a current boat permit.