



**NOHOA BOARD OF DIRECTORS
POLICY 1205.00 TRAIL USE AND MANAGEMENT
PROCEDURE 1205.10 REQUEST TO USE THE NOHOA TRAILS FOR COMMERCIAL ACTIVITY**

**ARTICLE I
PURPOSE**

NOHOA maintains the trails within the North Oaks Home Owners' Association. This policy is intended to govern the conduct of NOHOA Members and their accompanied guests, and vendors during their use of the NOHOA trail system. It is the intent of NOHOA that trail use will be safe, respectful and protect the rights of property owners and the trail system infrastructure.

**ARTICLE II
AUTHORITY**

Bylaws Article I: Section 1 Purpose and Authority "NOHOA is responsible for operating, maintaining and preserving the recreational grounds and facilities, trail easements and other properties entrusted to NOHOA, and for preserving their status. Access to and use of private roads and other NOHOA property is by virtue of private easements which are restricted to NOHOA members and their invitees. NOHOA is responsible for adopting and enforcing policies and procedures regarding covenants, restrictions, easements, conditions and terms of Deeds, Declarations and the Governing Documents [...] which establish and govern the private structure of the community."

**ARTICLE III
DEFINITIONS**

Unless defined in this Policy, the terms used in this Policy shall have the meanings assigned to them in the Governing Documents.

Established trails: Trails that are shown on NOHOA's official trail map maintained in NOHOA offices as may be amended from time to time.

Minnesota Land Trust Area: The property owned by the North Oaks Company, LLC that has conveyed to the Minnesota Land Trust the right to preserve and protect the Conservation Values of the Protected land in perpetuity as a Conservation Easement,

Motorized Vehicle: Any motorized, truck, car, off-road, or all terrain conveyance including but not limited to a snowmobile, ATV, mini-bike, electric or e-bike, amphibious vehicle, go-cart, or dune buggy.

NOHOA Property. The real property within the boundaries of NOHOA of which NOHOA is the fee owner.

ARTICLE IV
TRAIL OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

NOHOA maintains the trails located within the boundaries of the North Oaks Homeowners' Association and the Minnesota Land Trust Area. The trails are located within easements or on NOHOA owned property. The responsibilities for the care and use of the trails vary depending on the underlying ownership of the property.

Any section or part of any trail may be declared closed to NOHOA Members or vendors at any time and for any interval of time, either temporarily or at stated intervals. Reasons for closure may include, but are not limited to, construction, repair, conservation, education, or hazardous conditions.

Trails that are located on NOHOA property:

- Trails are maintained by NOHOA.
- NOHOA may grant or deny permission to vendors and contractors to access the trails per Procedure 1205.10.
- NOHOA is responsible for maintaining or removing trees and other vegetation as needed to keep the trails safe and passable.

Trails located within easements on privately-owned property:

- Trails within the easements are maintained by NOHOA.
- NOHOA and the affected property owner may grant or deny permission to vendors requesting access to the trails and/or to encroach on the easements per Procedure 1205.10.
- The property owner is responsible for maintenance or removal of the trees and other vegetation within the easement, as needed.
- NOHOA may remove trees or vegetation within the easement when there is an impediment to trail use, and maintenance needs, or a hazard to trail use.

Trails located on property owned by, or under the responsibility of, the North Oaks Company:

- Trails within the easements are maintained by NOHOA.
- The North Oaks Company may grant or deny permission to vendors and contractors to access the trails.
- The North Oaks Company is responsible for maintaining or removing trees and other vegetation within the trail easement, as needed.
- NOHOA may remove trees or vegetation within the trail easement when there is an impediment to trail use, and maintenance needs, or a hazard to trail use.
- Restricted Trails Easements granted by the North Oaks Company do not allow for the use of trails by dogs, cats, or other pets or motorized vehicles, except for construction or maintenance purposes. Restricted Trails Easements are located in the Minnesota Land Trust Area.

ARTICLE V
NOHOA MEMBER REGULATIONS FOR USE

1. Trails are for the use of NOHOA Members who are engaged in normal outdoor trail use activities.
2. Non-Members must be accompanied by a Member when using trails.
3. Trail users should use proper trail etiquette when on the trails, including announcing when passing, etc.
4. Motorized Vehicles are not allowed, with the exception of maintenance vehicles authorized in writing by NOHOA and public safety vehicles.
5. Dogs, cats and other common pets are allowed on Primary Trails, but not Restricted Trails. All dogs, cats and other common pets must be leashed. Pet owners shall clean up and dispose of pet feces in the appropriate manner.
6. Trail users shall not construct any structures, install any signs, or dispose of any trash or waste on a trail.
7. NOHOA members shall not create new trails, damage existing trails or nearby property, nor conduct maintenance on NOHOA's established trails.
8. In winter when trails are groomed for cross-county skiing, any hikers and bikers are to walk and bike outside of the Classic ski paths. Any dogs should also be kept out of the Classic ski paths.
9. Some trails exist on easements across the developed property of other NOHOA Members. Those using such trails are asked to respect the privacy of the nearby Members.
10. NOHOA members are reminded that some trails are along roadways and care should be given to ensure the safety of on-road trail users.
11. Any problems with the trails (fallen trees/branches or other impediments or safety hazards) or misuse of the trails contact the NOHOA office immediately at 651.792.7765 or nohoa@nohoa.org.

ARTICLE VI
USE OF TRAILS BY VENDORS

No vendor shall use NOHOA trails without being registered with NOHOA. Vendors may not apply for NOHOA's permission to use a trail easement area, but must have a NOHOA Member seek the permission of NOHOA for vendor use of trails. A Member must obtain specific written permission from NOHOA for the proposed trail use by a vendor. The process for allowing vendor use of NOHOA trails shall include the following:

1. A NOHOA member must file a trail use request with the NOHOA office by using the NOHOA "Request to Use the NOHOA Trails for Commercial Activity" form. The submitted form must include written permissions from the trail property owners, a NOHOA Member acknowledgement of responsibility for restoring any damage to property, and the required form fee.
2. After receipt of a complete form, NOHOA will assign assessment of the request to a NOHOA Trails Consultant.
3. The NOHOA Trails Consultant will evaluate the request and discusses it with the vendor.

4. The NOHOA Trails Consultant will notify the NOHOA Member whether or not the request is approved.
5. If the request is approved, the vendor shall provide a \$500.00 escrow deposit with NOHOA, and shall notify NOHOA of the work start and stop date, at least 48 hours prior to commencing the requested trail use. The NOHOA Trail Consultant will conduct a pre-work trail use walk to document the condition of the trail.
6. The vendor must notify NOHOA when work is complete.
7. NOHOA will conduct a site visit to verify the trail post-work condition.
8. If there was no damage to the trail, the NOHOA Trails Consultant will authorize refund of the escrow deposit to the vendor within 14 days.
9. If there is damage to the trail, the NOHOA Trails Consultant will notify the NOHOA Member and vendor. The NOHOA Member who hired the vendor is responsible for any damage to the trails and will be billed for the costs of restoration. The remaining escrow deposit will not be returned to the vendor until the full cost for restoration is addressed.

**ARTICLE VII
COMPLIANCE**

Any damage to the trails by NOHOA Members, their guests or their vendors is a violation of the NOHOA Governing Documents. The Governing Documents will be enforced with remedies up to and including legal action as stated in the NOHOA Bylaws. Vendors with multiple occurrences of misuse or damage of trails may be barred from future use of the trails for work within NOHOA, or may have the required escrow deposit increased.

Adopted by the NOHOA Board this 03 day of June, 2021.

Jon Cotner Secretary, North Oaks Home Owners' Association Board of Directors

Revision History

| Version | Effective Date | Revised By | Description | Approval Date |
|---------|----------------|------------|-------------|---------------|
| 1.0 | 8/02/2012 | | | 8/02/2012 |
| 1.1 | 3/01/2021 | Board | Adopted | 3/04/2021 |
| | | | Reviewed | |
| | | Board | Revised | 6/03/2021 |
| | | | Revoked | |

PROCEDURE 1205.10 REQUEST TO USE THE NOHOA TRAILS FOR COMMERCIAL ACTIVITY

Member Name _____

Member Address _____

Vendor Name _____

Vendor Address _____

Purpose of the Request and Equipment to be Used _____

Trail to be Used and Dates _____

Access to the trail is located at _____

The trail is located on the property of:

1. _____
2. _____
3. _____
4. _____
5. Attach additional properties crossed. Written permissions to cross the properties are attached.

I (NOHOA Member) _____ acknowledge that I have hired this vendor to complete work activity on my property. I am requesting the vendor be permitted to use NOHOA trails to complete the work. I acknowledge that I am personally responsible for any damage to the trails and trails easement as the result of the vendor's work. I will pay the full costs of NOHOA restoration of the property to its prior state of repair. NOHOA has the right to take actions against any Member who violates any of the provisions of the Governing Documents, up to and including legal action. Please refer to the NOHOA Bylaws at nohoa.org for specifics.

Signature _____ Date _____

For NOHOA Office Use

| Approved | Date | By |
|---------------------------|------|----|
| Denied | | |
| Estimated Work Start Date | | |
| Estimated Work Stop Date | | |
| Final Inspection | | |
| Escrow Status | | |