

# STANDING RULES AND REGULATIONS OF INDIAN COVE RESORT

*As Adopted by the Board of Directors*

ALL OWNERS AND GUESTS SHALL ABIDE BY THE FOLLOWING RULES AND REGULATIONS.

**24 HOUR PHONE EMERGENCY (757) 426-6128**

## **1 RESERVATIONS**

- 1.0 RESERVATION PERIOD.** A reservation period is defined as one or more days for which an Owner has or will have made a reservation for the exclusive use of a campsite and the non-exclusive use of the common areas in accordance to the rules and regulations described below. The use of a campsite is dependent upon an Owner having obtained a reservation, either through prearrangement (advance) or upon arrival (walk-in).
- 1.1 ADVANCE RESERVATION.** An Owner may obtain an advance reservation for a campsite up to sixty (60) days prior to arrival by writing or calling the resort reservations office and upon payment of a \$10.00 reservation deposit. Failure to register (arrive in person) on the scheduled arrival date will result in loss of the reservation deposit and forfeiture of the reservation period. The scheduled arrival date shall herein be defined as after 2:00 P.M. on the date of the reservation period start until 10:00 A.M. of the following day. Once the reservation is forfeited, it shall be immediately returned to the reservation pool for re-issue.
- 1.2 OCCUPANCY.** An Owner is not entitled to occupy the same campsite more than one time in any calendar year (per membership).
- 1.3 RESERVATION ASSIGNMENT.** All reservations for campsites, whether made in advance by payment of the applicable advance reservation deposit (currently \$10.00) or made at the time of arrival, are assigned on a first-come, first-served basis from those sites available at the time either the deposit is received by the registration office or at the time the Owner arrives at the resort. When making an advanced reservation, an Owner has the option of selecting a specific site or area of sites from those available or deferring his or her selection until arrival at the resort. There is no additional charge for advance selection and inquiries regarding availability will be addressed at the time the advance reservation is requested. Once a campsite is assigned it will no longer be considered available unless forfeited for any reason. An Owner that makes a reservation as set forth under 4.3 (f) of the Bylaws will be offered the last guest reservation site. (Rev. 1/12)
- 1.3.1 RESERVATIONS PER MEMBERSHIPS.** No Owner shall reserve more campsites at any one time than the number of memberships owned by such Owner. An advance reservation cannot be obtained on an obligated membership number until the expiration of the owner's current reservation period.
- 1.3.2 GUEST RESERVATION.** An Owner may make an advance reservation for a guest campsite up to thirty (30) days prior to arrival by writing or calling the resort reservations office and upon payment of a \$40.00 reservation deposit, which will be applied to the guest site rental fee upon check in at the reservation office. The established guest site rental fee is determined by the Board of Directors. Once the reservation is forfeited, it shall be returned to the reservation pool for re-issue. When a reservation is for a rental trailer, the established guest site rental fee will be considered a security deposit and held until the end of the reservation period and the trailer is inspected by management. Upon satisfactory inspection, the deposit will be refunded within thirty (30) days. Exceptions to this rule shall be left up to management. No Owner shall reserve more guest campsites at any one time than the number of memberships owned by such Owner. (Rev. 1/12)
- 1.3.3 GUEST RESERVATION CANCELLATION.** A guest reservation can be cancelled under the following circumstances: (Rev.1/12)
- a. At the request of the Owner or Guest.
  - b. Failure to register (arrive in person) on the scheduled arrival date will result in the loss of the reservation deposit and forfeiture of the reservation period. The scheduled arrival date shall be defined as after 2:00 PM on the day of the reservation start until 10:00 A.M. of the following day.

c. An Owner makes a reservation as set forth under section 4.3 (f) of the Bylaws.

- 1.4 RESERVATION PERIOD.** A reservation period is limited to a maximum of fourteen (14) days out of every twenty-one (21) day period except as set forth under 1.4.6. If an Owner occupies a site for one (1) day or up to fourteen (14) consecutive days, the Owner and the Camping Unit must vacate the resort for seven (7) days (use of the storage lot constitutes vacating the resort). Each Owner shall use the selected campsite for those purposes permitted by law and applicable government rules and regulations and according to the rules and regulations promulgated from time to time by the Resort Association. Each Owner shall keep the assigned campsite and the common area used by the Owner in good condition and repair.
- 1.4.1 TEMPORARY LIVING.** Campsites may be used only as temporary living quarters or shelter during periods of recreation vacation leisure time or travel. In no case shall a campsite be used for permanent occupancy or as dwelling units.
- 1.4.2 NO MAIL.** The Resort will not receive mail addressed to Owners of Indian Cove nor members of Coast to Coast and all non-resort mail will be returned as undeliverable. Please make suitable arrangements with the Post Office in the event you expect to pick up mail in Virginia Beach while on vacation.
- 1.4.3 CHECK-IN/CHECK-OUT.** Check-in time is 2:00 P.M. Check-out time is 10:00 A.M. The service period created by the establishment of these times is important to the resort for the effective maintenance of the campsites. Exceptions to the rules are at the discretion of management.
- 1.4.4 CAMPING UNIT AND VEHICLE PARKING.** A maximum of one (1) camping unit (*travel trailer, tent trailer, motor home, pick-up camper or 5<sup>th</sup> wheel*) and two (2) additional vehicles are permitted at each campsite, unless the tow vehicle of a RV also doubles as a RV. Additional vehicles must park in the designated parking lots. (Please review paragraph **5.7 VEHICLES PER SITE** for parking rules and exceptions). Tents (sided and used for sleeping or dining) must be placed either behind the parked camping unit or beside the leading edge of the concrete pad (space permitting), and within the boundaries of the site. Please remember that due to the shape and size of some camping sites, tents may not fit on the site with the camping unit. You are allowed a total of two (2) tents per lot (two (2) sleeping tents or a combination of one (1) sleeping tent and one (1) picnic screen tent). Open sided canopies must be behind the leading edge of the camping unit. Open sided canopies can be used simultaneously with tents. The site boundaries are marked by the electrical hookup boxes on each site. (Rev 5/15)
- 1.4.5 VEHICLE REMOVAL.** Indian Cove will not hesitate to remove any vehicle from a site on which the reservation period has expired or for which one does not exist. A towing charge of \$35.00 or expense incurred will be assessed and a storage fee of \$5.00 per day will be charged if the resort finds it necessary to enforce this rule. These charges must be paid in full before the unit will be released from the storage lot. Indian Cove Resort Association is not responsible for damage that may occur during site break-down, vehicle hook-up and removal from the site or during towing. For your protection, please make sure your RV is "move-ready" at the expiration of your reservation period.
- 1.4.6 ADDITIONAL MEMBERSHIPS.** Any individual, partnership, joint venture or entity that purchases additional Undivided Interests after December 15, 1991, shall be allowed to make a fourteen (14) day reservation on the first Undivided Interest and a second fourteen (14) day reservation on any additional Undivided Interests held. At no time shall an individual, partnership, joint venture or other entity who owns more than one Undivided Interest be allowed to occupy a reservation period more than twenty-eight (28) consecutive days. At the end of the reservation period, the Owner and the Camping Unit must vacate the resort for a period of not less than seven (7) consecutive days. Entering the storage lot constitutes vacating the resort.
- 1.4.7 EXCEPTIONS FOR "GRANDFATHER" MEMBERS.** Any individual, partnership, joint venture or other entity that currently owns or has purchased additional Undivided Interests prior to December 15, 1991, shall be granted a "grandfather clause" privilege, subject to the following conditions:
- a. Any individual, partnership, joint venture or other entity who currently owns more than one (1) Undivided interest will be allowed to make a fourteen (14) day reservation on the first undivided interest and a second 14 day reservation for any additional Undivided Interests held. At no time

shall an Owner occupy a campsite for more than twenty-eight (28) consecutive days. At the end of a reservation period, the **Owner** and the **Camping Unit** must relocate.

- b. Only one (1) membership, regardless of the number of Undivided Interests owned, shall have the "Grandfather Clause" privilege. You must designate which membership shall hold the "Grandfather Clause". At no time can the "Grandfather Clause" privilege be transferred from the designated membership to any other individual, partnership, joint venture or any other entity for any reason. (Except to a surviving spouse who was party to the original grandfather deed. The original surviving spouse will be allowed lifetime survivorship grandfather rights. All such rights terminate at the death of the final, original surviving spouse or at deed transfer/sale).
- c. If you choose to leave your Camping Unit on site, you must occupy this unit at least seven (7) out of twenty-eight (28) days. Camping lots will not be used to store unoccupied units. At no time shall anyone be allowed to live at the resort. Any violation of the above or any attempt to misuse the "Grandfather Clause" privilege will result in the termination of such privilege.

**1.5 IMMEDIATE FAMILY.** The members of an Owner's immediate family shall have the same membership privileges in the Resort as the Owner, if the Owner is on site. The immediate family is defined in the Joint Use Agreement "as the member's spouse and dependent children." The Owner of one or multiple memberships will be issued one (1) gate card for the initial membership. Additional gate cards can be purchased from the office. Gate cards should be transferred with the sale of the membership, from one Owner to the other. To use a gate card while at the resort, the refundable deposit will be \$15.00. A failure to secure gate cards when purchasing a membership from a previous Owner will result in the new Owner having to purchase gate cards from ICR. Lending your gate card to anyone else or unauthorized use of an Owner's gate card will result in a \$50.00 fine to the Owner of the card. Dependents are not allowed to use the resort in the absence of the Owner, to sponsor guests of their own or bring others into the resort with them unless the Owner sponsors them.

**1.6 GUESTS REGISTRATION.** All guests must be registered by the member in advance and upon entering, the guest must sign in at the guard house or office. They will be registered as guests and issued a guest pass to be used in conjunction with activity equipment, boats and special events. A member/Owner and his or her family may have, at any one time, a maximum of four (4) guests, unless such guests consist of members of one family (consisting of a husband, wife and dependent children living at home). Owners are responsible for the actions of their family and their guests.

Each month all members will be entitled to receive twenty (20) free guest passes, good for one day each. These passes will expire at the end of the month and cannot be accumulated. A \$5.00 per day use fee will be charged per person after twenty (20) free passes have been used per month except on holiday weekends. A guest fee of \$2.00 per guest, per day, eighteen (18) and older, will be charged on all holiday weekends.

Members must make reservations with the management in advance of bringing large groups to Indian Cove Resort. They must have a written letter from the reservation office to present to the Resort Patrol Officer on duty at the time of arrival. A group of more than ten (10) guests at one time will use up an Owner's allotted guest passes for that month. At no time will large parties of more than ten (10) be permitted on holiday weekends.

A reservation for day use of the common area only may be granted by the reservations office if in the opinion of the management, such use will not infringe upon the enjoyment and the use of the common areas by those with reservations for a camping lot. For further information and rental fee schedules, please call (757) 426-2601.

**1.6.1 CURFEW.** Curfew for minors (persons under 18 years of age), while on Indian Cove Resort property, shall remain on their camping site between the hours of 11:00 P.M. and 7:00 A.M., unless accompanied by their parent, legal guardian or sponsoring Owner. Dependent children must be under the supervision of a parent or adult guardian while on the resort property.

- 1.6.2 VIOLATION.** When violations of campground rules and regulations occur, the violations will be noted and logged under the Owner's membership. All violations will be subject to review. Action taken at the discretion of Management and/or Board of Directors.

**ALL MAJOR VIOLATIONS OF THE RULES AND REGULATIONS OF INDIAN COVE RESORT ASSOCIATION WILL RESULT IN THE IMMEDIATE REMOVAL OF THE OFFENDER FROM THE PARK AND MAY RESULT IN THE SUSPENSION OF THE FAMILY MEMBERSHIP.**

## **2 SECURITY**

- 2.1 ENTERING OR EXITING.** All vehicles will stop at the main gate and use a gate card or show a current membership card upon entering or exiting the campground. Whenever leaving the campground with a camping vehicle, the driver may be required to produce the registration or other proof of Ownership.
- 2.2 VEHICLE TAGS.** All vehicles must display an appropriate car tag and visible to anyone while driving on Indian Cove Resort property.
- 2.3 CONTROLLED SUBSTANCES.** Possession or use of any controlled or dangerous substance or the intent to distribute said controlled substance or hard drugs will be prosecuted by the laws of the Commonwealth of Virginia.

## **3 SAFETY**

- 3.1 HUNTING.** There will be no hunting on Indian Cove property.
- 3.2 WEAPONS.** Operation of any device designed or redesigned to expel a projectile at any velocity, regardless if it is a device which operates by manual, mechanical or explosive power, is expressly prohibited (*slingshot, bow and arrow, firearms, etc.*).
- 3.3 BOATING.** All persons using the canals surrounding Indian Cove Resort shall obey the published Coast Guard Regulations and shall obey the "NO WAKE" rules while operating a boat within the park.
- 3.4 FIRES.** All open fires are prohibited. Any contained fire must be under control of and attended to by the member.
- 3.5.1 Clotheslines.** No clotheslines to be attached to any trees, metal stand, or any other object other than RV.
- 3.6 FIREWORKS.** No fireworks are permitted at any time, and will be cause for immediate expulsion. This includes poppers and sparklers.
- 3.7 Bicycles and Skateboards.** Bicycles and skateboards are strictly prohibited on sidewalks, bridges, pool decks, and in buildings. Bicycles ridden after dark must be equipped with a bell or horn, a white light and reflector on the front, and a red light plus reflector on the back. Lights must be operable and turned on between dusk and dawn. Any person 14 years and younger operating a bicycle on ICR Property is required to wear a safety helmet. If an individual is told more than once to abide by the rules included herein, their bicycles will be confiscated until the next morning, when their parent or guardian will have to talk with management.

## **4 RECREATIONAL FACILITIES**

- 4.1 Pool Facilities.** All persons using the swimming pool facilities, including the fenced area around the swimming pool, will be under the supervision of the Pool Attendants and/or Management. Pool Attendants and/or Management have absolute authority to decide what behavior constitutes misuse and are vested with the authority to eject anyone.

- 4.1.1 POOL AVAILABILITY.** Swimming will be available daily from May 1 through September 30, weather permitting. There will be NO lifeguards on duty. Swim at your own risk. No children under 12 years of age will be permitted in the pool area without supervision.
- 4.1.2 POOL RULES AND REGULATIONS.** With respect to the swimming pools, all persons shall observe the following regulations:
- a. All persons shall obey any instructions of the Pool Attendants and/or Management.
  - b. The pool shall be used only during the hours designated by the Board of Directors.
  - c. Upon request of the Pool Attendant and/or Management, or any other person appointed by the Board of Directors, all persons shall, upon request show proof of age, membership or appropriate guest pass.
  - d. All persons shall observe all sanitary procedures established by Management or the City and State Health Departments.
  - e. There shall be no horseplay, rowdiness, or running permitted in the pool area.
  - f. No glass container of any sort may be taken into the pools or pool areas.
  - g. No pets are allowed in the pool area.
  - h. All persons shall observe such other procedures in connection with the pool as the Board of Directors may mandate.
  - j. Appropriate swimwear must be worn. Infants must also wear appropriate swimwear. No diapers are allowed in the pool due to health regulations and pool pump maintenance.
- 4.2.1 ALCOHOL.** No alcoholic beverages are permitted in any buildings without the express consent of Management.
- 4.2.2 TENNIS COURTS.** The tennis courts are available on an hourly basis from 8:00 a.m. to sunset. In order to schedule advance reservation of court time, our simple key pass system must be observed. Please use the court assigned to you or your party. The Tennis Courts can be used as a skateboard park as long as all safety gear is worn. No large ramps allowed. Tennis players take precedence over skateboarders.
- 4.4 RECREATIONAL EQUIPMENT.** The recreational equipment (*i.e. horseshoes, shuffleboard equipment, volleyball, tennis equipment, etc.*) are available from May 1 through October 30. They may be checked out at the office, clubhouse or other determined location. This equipment is available at no additional charge; however, the signature and membership card of a responsible adult is required for each use. Naturally, there is a time limit on your use of each piece of equipment so please adhere to this.
- 4.5 FISHING LICENSE.** Fishing in the canals and bay is usually quite good. A Virginia State Fishing License is required for those over 16 years of age and must be on your person while fishing both on the campground and out in the canals and bay.
- 4.5.1 WATERCRAFT LAUNCHING.** To aide in the protection of the banks of the Resort do not launch from or pull boats, canoes or other watercraft onto campsite. Use designated launch areas only. This rule will be strictly enforced.
- 4.6 SWIMMING.** At no time is swimming permitted in any of the canals at Indian Cove Resort.

## 5 VEHICLES

- 5.1 **TRAFFIC REGULATIONS.** Shall be observed by all persons on Indian Cove Resort property including those driving golf carts, motorcycles, scooters and bicycles.
- 5.2 **SPEED LIMIT.** Obey posted speed limits - 5 M.P.H. and parking rules. This may save your child.
- 5.3 **ACCIDENTS.** Any accident in which property damage or personal injury occurs must be reported to a Resort Staff Member immediately and a report made in writing.
- 5.4 **SMALL TRAILER/BOAT STORAGE.** Tow dollies, boat/trailer combinations, empty boat trailers, other towable and utility trailers parked in outside storage (area near water treatment plant), shall be tagged with Owners name/membership number. Any towable left in this area will be charged at the rate of \$5.00 per day (short term) or \$50.00 per month (long term), per site. Multiple units, belonging to the same Owner, may be stored on the same site. A site cannot be used to store multiple units belonging to different Owners.

Small trailer storage can be paid in advance at the rate of \$149.00 per year, if paid by March 1<sup>st</sup> of each year or at the rate of \$17.50 per month or \$5.00 per day, on a monthly/daily basis, due on the first day the unit goes on storage site or daily (for short term storage). Small trailer storage sites will be numbered and those numbers assigned to Owners who pre-pay yearly, first. Monthly payees will be assigned sites that are available when needed. Units stored on the wrong sites or unpaid sites will be removed at the Owner's expense and risk until rent is paid. Units that have rental fees in arrears will be locked and not allowed to be removed from the resort until arrears are paid or arrangements made with management. Unpaid storage fees will result in an "accounting hold" status on reservations. General store and overflow parking lots will not be used to park/store tow dollies, empty boat trailers, boat/trailer combinations and/or utility trailers. Violator units will be removed, locked and stored at unit Owner's expense.

- 5.5 **MOTOR DRIVEN BIKES.** Motorbikes, motorcycles, motor scooters, mopeds and similar equipment licensed for street use are permitted on the resort for transportation purposes to enter and leave the campground only. Pleasure riding within the resort is prohibited. All state and local regulations concerning safety equipment and licensing must be adhered to. Gas powered motor scooters; golf carts and similar equipment are banned. Electric scooters, and electric /peddle cars must be equipped with a flag supported at least five (5) feet above the conveyance. Electric powered motor scooters must stay on the road ways of the park and do not encroach on the area set aside for activities and may not exceed posted speed limit of 5 miles an hour. Do not drive onto the sidewalks or grassy areas. (Rev 12/14)
- a. Children driving electric scooters/cars (that are meant for children's use only) **must wear safety helmets and be equipped with a flag supported at least five (5) feet above the conveyance**, and may not exceed posted speed limit of 5 miles an hour. Violations of this rule will result in the same action as spelled out in rule 3.7.
- 5.6 **Golf Carts.** Only electric powered Golf Carts are permitted to be operated in the resort. Gas/propane powered golf carts are banned. Owner/members Golf Carts must be registered with the reservations office annually (registration fee applies). The annual registration period is from May 1 to April 30, regardless of when the registration decal was issued. Non-member(s) Golf Carts must be registered at Check-in (daily fee applies). Golf Carts must be insured, registered and equipped with head and tail lights. Head lights and tail lights must be used after sunset. Golf carts must be identified with Owner's name, membership number and a completed inspection form furnished to management. Only licensed drivers, valid learner's permit (See note below) or qualified persons at least 21 years of age may operate golf carts. Individuals under the age of 19 must have their driver's license, learner's permit or a copy there of, in their possession while operating a golf cart. Passengers may not exceed the number of seating safely available. Golf carts must stay on the road ways of the park and do not encroach on the area set aside for activities. Do not drive onto the sidewalks or grassy areas. Golf Cart operators may not exceed posted speed limit of 5 miles an hour. Golf Cart rules and inspection forms are available in reservations office. (Rev 12/14)

**Note:** Individuals who possess a learner's permit must be accompanied by a licensed driver at least 21 years of age and seated beside you. The driver accompanying you may be 18 years of age if he or she is

your legal guardian, brother, sister, half-brother, half-sister, step-brother or step-sister. This person must hold a valid driver's license, be legally permitted to drive. (Rev 12/14)

- 5.7 VEHICLES PER SITE.** Up to two (2) vehicles (plus RV) may be parked per site, space permitting (**except nationally recognized holiday periods for Memorial Day, 4<sup>th</sup> of July and Labor Day. During these holiday periods three (3) vehicles may be parked per site, space permitting**). Vehicles must be kept between site lines of electrical pedestal to electrical pedestal boundaries of the site and immediately out of the roadway. In no case (except car dollies stored under rear of RV unit), can the vehicle be parked past the leading edge of the site slabs or the leading edge of the RV (if no slab exists) or in the roadway. Allowable vehicles, in addition to the RV unit, that can be parked on site are trucks and automobiles. Utility trailers may be kept on site for a period of 3 hours to be able to off load and on load. Then the trailer shall be moved to a proper storage area. Car dollies (stored with the tongue under the front of the RV, extending out in front of RV or with the tongue under the rear of the RV) motorcycles and golf carts do not count as a vehicle with reference to onsite parking. **Commercial trucks, ¾ ton or larger with signage, must be parked in overflow parking areas designated as such.** Excluded from the prohibition of commercial vehicles are vehicles over ¾ ton, that are non-commercial and designated for recreational use and tractor units designated for recreational use, which normally are used to tow 5<sup>th</sup> wheel trailers. All towables, while on ICR property must be identified with Owner's name, membership number and site number. (Rev 5/15)

## **6 CAMPING FACILITIES**

- 6.1 QUIET HOURS.** Quiet time is in effect from 11:00 PM to 7:00 AM. No loud partying or noise (radios, horns, etc.) is permitted between these hours. All noise that can be heard from the roadway or any other campsite must be silenced at 11:00 PM. No complaint is necessary to be lodged by any member/camper. The presence of noise at the roadway or another campsite is evidence that excessive noise is emanating from a campsite. That caveat includes noise from outside or inside a camping unit. Violators will be warned for a first time infraction and an "Incident Report" will be generated. A second incident of violation, whether on the same night or any other night of that camping season will result in the immediate eviction (by Management) of the Owner/Guests occupying the site and the camping unit, for a period of 15 days. If police response is necessary or if Owner/guests are uncooperative/abusive during or after the eviction period, the eviction will be extended to 30 days. After the initial eviction period of an Owner/Guest for violation of this rule, a second incident of violation of "quiet time" will result in immediate eviction (by management) for a 6-month eviction period during that camping season. If the 6 months cannot be completed during that calendar year, it will be extended into the next season to complete whatever portion of the 6 months is left from the last season.

Late arrivals at ICR (after 10:30 PM) will be offered the option to agree to minimum hook-up (limited to electric/water) without unit leveling and all other hook-up operations. This will minimize disturbance of other campers. Complete hook-up can be completed the next morning after 7:00 AM. If the camper does not agree with the minimum hook-up on their site, they will be required to occupy a space designated by the Patrol (the General Store parking area.) Assigned site occupancy and full hook-up can then be completed after 7:00 AM the next morning. In addition to the designated "Quiet Time" provisions delineated here in, excessive/abusive behavior and/or noise that infringes on the ability of others to enjoy the benefits of the ICR facilities (at any time) will be subject to similar penalties.

- 6.2 VEHICLE WASHING.** No washing or rinsing of vehicles, is permitted during peak season, between Memorial Day and Labor Day or unless otherwise posted. Please note that during off season, Owners and guests may wash their RV/Camping units for a cost of \$5.00. Payment must be made in advance in the reservation office in order to obtain a wash permit tag. Commercial vehicles are excluded and cannot be washed.
- 6.3 PETS.** All pets must be confined to your campsite, on a leash and under the owner's control. No pets may run at large. No pets are allowed in any buildings or pavilion (including comfort stations) or in swimming pool areas. No pets are allowed in the rental trailers, rental cottage or on the rental trailer lots. All pet Owners are asked to extend courtesy to fellow members by cleaning up after their pets. Failure to comply with this rule may result in assessment of "clean-up costs" of \$50.00 or as determined by the Board of Directors.

- 6.3.1 PET PENS AND FENCES.** Pets shall not be housed outside camping units, on a leash/tether, when Owner/site occupants are not on site. The presence of pens/fences and noisy pets distract from the appearance/atmosphere of the resort and present a significant health hazard for subsequent site occupants. Use of temporary pens/fences shall not be used at ICR, except those approved by management. If pens are approved and used within the resort, owners will be responsible to put down lime, in order to disinfect/deodorize the site at Owner's expense during occupancy. Pet refuse shall be cleaned up immediately to discourage insect/odor problems associated with waste accumulation. Site occupants who do not clean up waste immediately will be assessed a \$50.00 clean up fee. Failure to pay fine within 24 hours will be cause for eviction, by management, until fine is paid.

Pets causing excessive noise either from within the unit or outside, shall be cause for an incident report and additional sanctions for repeat occurrences. Pets exhibiting vicious behavior to humans or other animals will be required to be removed from the resort. Pets that have bitten anyone while at ICR will not be allowed to be brought back on resort property.

No free roaming of pets are allowed; except in areas marked, if available. Clean-up of pet waste is required in free roaming areas also. All pets brought onto ICR will be properly licensed.

- 6.4 WASTEWATER.** Allowed at designated sanitary dumping stations only. Sanitary dumping stations are located in front of #1 and #2 bathhouses. Persons using the sewer system to empty their recreational vehicle holding tanks or port-a-potties must use a tight fitting sewer ring on the end of the sewer hose, if no elbow is used, entering the sewer dump pipe, to prevent spills and odor. Sewer hoses/pipes used to drain holding tanks must be in good condition, with no holes, tears or cracks. The contents of the holding tanks must not be allowed to drain onto the grounds or site slab.
- 6.5 TRASH.** Containers are conveniently located throughout the campground. Please place your tied trash bags in these containers. Do not place hot coals from fire or barbeque into trash containers. Only household trash is acceptable.
- 6.6.1 COMFORT STATIONS.** There will be no washing of dishes, utensils, or diapers in any of the comfort stations.
- 6.6.2 CLOTHESLINES.** No clothesline/rope may be attached to any object other than RV or Tent. Lines are not allowed From RV to RV, Tent to Tent. Trees, cars, picnic tables, etc. are not to have clothesline attached to them.
- 6.6.3 SITE PRESERVATION.** All carpets used off the concrete slab must be "environmentally friendly" breathable type material, to permit water and air to circulate beneath the carpet. A non-breathable "door mat" or "deck" not larger than 2' X 3' may be placed at the bottom of RV stairs/doors. Carpets contained totally within the boundaries of the concrete slabs may be of any composition.

## **7 ADMINISTRATION OF RULES AND REGULATIONS**

- 7.0 EMPOWERMENT.** For those issues and circumstances that periodically arise, and for which there is no specific clarifying rule, ICR Management (General Manager or Assistant General Manager) are empowered to render a decision that has the force and effect of a specific rule, keeping the overall good of the resort paramount. Owners, who wish to challenge such management decision, must comply, in total at the time decision is rendered, but may appeal the decision with the Board of Directors, who has final authority in all matters affecting ICR.

## **8 ENFORCEMENT**

- 8.0 COMPLIANCE.** Each Owner will comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Indian Cove Resort, as the same maybe amended from time to time. Failure to comply with these documents will be grounds for appropriate action taken by Management or the Board of Directors.
- 8.1 ENFORCEMENT.** The Board of Directors and management acting on behalf of Indian Cove Resort may take such action as it deems advisable to enforce the provisions of the Declaration, By-Laws, and Rules and Regulations.



- 8.2 RIGHT OF REMOVAL.** In addition to the rules and regulations set forth in this Article, any violation of the Governing Documents shall give to the Board of Directors or Management, on behalf of Indian Cove Resort, the right to take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner/Member, any person, structure, thing or condition that may exist thereon contrary to the interest of Indian Cove Resort and meaning of the Governing Documents. If the offense occurs in any easement, walkway, common areas or the like, the cost shall be at the expense of the Owner/member or other persons responsible for the offending condition. Additionally any costs incurred by Indian Cove or the Board in connection with such enforcement which remains unpaid thirty (30) days after given notice of the cost to the Owner/Member, shall be subject to penalties and interest at the prevailing judgment rate from the date of the advance by Indian Cove or the Board through the date of payment in full by the Owner/Member, and shall be treated as a default assessment.
- 8.3 NO LIABILITY.** No member of the Board of Directors or management of the Indian Cove Resort will be liable to any Owner for the failure to enforce any of the Governing Documents at any time.
- 8.4 NO WAIVER.** The failure of the Board of Directors or management to enforce the Governing Documents will not be deemed a waiver of the right to do so for any subsequent violation or of the right to enforce any other part of the Governing Documents at any future time.