

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) 407-1191

1 RESERVATIONS

- 1.1 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 with 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). (Rev. 1/23)
- 1.2 ADVANCE RESERVATION.** An Owner may obtain an advance reservation for a campsite up to sixty (60) days prior to arrival by calling the resort reservations office. Failure to register (arrive in person) on the scheduled arrival date or by 2:00 p.m. the following day will result in loss of the reservation. Once the reservation is forfeited, it shall be immediately returned to the reservation pool for re-issue. (Rev. 4/23)
- 1.3 RESERVATION ASSIGNMENT.** All reservations for campsites, whether made in advance or made at the time of arrival, are assigned on a first-come, first-served basis from those sites available. 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. 10/19)
- 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. A member shall not share or gift a reservation to another member, or person.
- 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 calling the resort reservations office and upon payment of a reservation deposit equal to 1 night's rate, 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. No Owner shall reserve more guest campsites at any one time than the number of memberships owned by such Owner. (Rev. 10/19)
- 1.3.3 GUEST RESERVATION CANCELLATION.** A guest reservation can be cancelled under the following circumstances:
- 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 and forfeiture of the reservation period. The scheduled arrival date shall be defined as after 2:00 p.m. on the day of the reservation start until 2:00 p.m. of the following day.
 - c. An Owner makes a reservation as set forth under section 4.3 (f) of the Bylaws.

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- 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 Owner's Camping Unit and all personal belongings** 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 should a campsite be used for permanent occupancy or as a dwelling unit.
- 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. Indian Cove will accept ground carrier packages only when the member is on site. 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 11:00 A.M. The service period created by the establishment of these times is important to the resort for the effective maintenance of the campsites. (Rev. 4/23)
- 1.4.4 CAMPING UNIT AND VEHICLE PARKING.** A maximum of one (1) camping unit (*travel trailer, tent trailer, motor home, pop-up camper or 5th wheel*) and two (2) additional vehicles are permitted at each campsite, unless the two vehicles of an RV also double as an 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. A temporary tent/enclosure at the front of the site to accommodate activities such as poker run stops or flea market will be allowed. **Removal of these tents/enclosures should be completed prior to quiet time, 11:00 P.M. each night.** The site boundaries are from electrical panel to electrical panel running parallel from the road to the back of the site. (Rev 9/18). A 5' common area from a bulkhead, or end of site will be recognized. (Rev. (4/23)
- 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, including boats, personal watercraft, utility trailers, etc. A towing charge (*according to the rates and fees or expense incurred*) will be assessed and a storage fee (*according to the rates and fees*) 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 is 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. Additional charges may be incurred for any vehicle that is not "move ready".** (Rev. 4/23)
- 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

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entity who owns more than one Undivided Interest be allowed to occupy a reservation period of more than twenty-eight (28) consecutive days. At the end of the reservation period, the Owner and the Owner's Camping Unit and all personal belongings must vacate the resort for a period of not less than seven (7) consecutive days. Entering the storage lot constitutes vacating the resort. (Rev. 10/19)

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, along with all personal belongings. (Rev. 10/19)
- 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.

1.4.8 Registration and Insurance. All members RVs on Indian Cove Resort Property must be Registered and Insured, and membership number must be displayed on the unit. The camping unit shall be registered to the Owner and used with that Owner's membership(s). (Rev 10/19)

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. 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.** (Rev. 4/23)

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

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living at home). Owners are responsible for the actions of their family and their guests. Guest fees will be collected on holiday weekends from all non-dependents ages 18 and up.

Members must make reservations with the management in advance of bringing large groups to Indian Cove Resort. A reservation for day use of the common area only may be granted by the reservation's 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. Dependents must be under the supervision of a parent or adult guardian while on the resort property.
- a. Owners that are not on site with an active reservation shall vacate the Cove at 11:00 p.m. and may return at 7:00 a.m. the following day. (Rev. 9/18)
- 1.6.2 VIOLATION.** All members and guests at ICR agree to pay for any damage to ICR property, sites, buildings, facilities, equipment, or loss of equipment that may occur. All members and guests agree to take full responsibility for all people included in their party, including minors and visitors. The member (s) or guests accept full responsibility for their children or children in their care, custody or control and will always supervise and attend to their children while on ICR premises. (Rev. 4/23)
- 1.6.3** 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. A violation fee of \$50.00 will be charged for 1st offense, 2nd offense will be \$75.00, and a 3rd offense **could be** suspension if deemed appropriate. Action taken at the discretion of Management and/or Board of Directors. (Rev. 4/23)

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 SECURITIES

- 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 hang tag with license number on tag corresponding to the vehicle it is in and visible to anyone while driving on Indian Cove Resort property. (Rev. 10/19)
- 2.3 CONTROLLED SUBSTANCES.** Possession or use of any controlled or dangerous substance or the intent to distribute said controlled substance or any illegal drugs will be prosecuted by the laws of the Commonwealth of Virginia.
- 2.4 The use of marijuana in public is illegal and can qualify as a Class 4 misdemeanor. This includes outside on sites. Indian Cove Resort does not allow marijuana in any buildings to include bathhouses, lounge, clubhouse. This also includes Cholly's place, pavilion, front or back pools. We do not allow marijuana use in golf carts, either sitting or riding around cove. (Rev. 4/43)**

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3 SAFETIES

- 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 of 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. Do not anchor your watercraft behind any site in which you do not occupy. A \$50.00 fine will be placed on your account.
- 3.4 FIRES.** All open fires are prohibited. "Open fire" is considered any fire not in fire pit. Any contained fire must be under control of and always attended to by the members. No fire shall be left to burn out unattended. All contained fires must be off the ground and contained in a fire pit container. Fire pits must be kept a safe distance from any structure or trees. Any wood that remains unburned must be removed from the site completely. Never leave hot ash on the ground or near bulkhead. **No use of any type of firepit allowed on porch or deck of any rentals or in pavilions, this includes solo or gas stoves.** (Rev. 4/23)
- 3.5 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.
- 3.7 Bicycles and Skateboards.** Bicycles and skateboards are **strictly prohibited** on sidewalks, bridges, pool decks, and in pavilions or 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 11 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. (Rev. 4/23)

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. No smoking inside the fence area of the pools. No food or drink in the pool or within 10ft of the pool. (Rev. 9/18)
- 4.1.1 POOL AVAILABILITY.** Swimming will be available daily in accordance with the current annual pool maintenance contract which currently runs from Memorial Day weekend to Labor Day weekend for the front pools, and Memorial Day weekend through September 30 for the back pool, weather permitting. Lifeguards will be provided through the maintenance contract, and in accordance with Virginia State Law. No person 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.

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- 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.
- i. Appropriate swimwear must be worn. No thongs. No diapers are allowed in the pool due to health regulations and pool pump maintenance. Swim Diapers are permitted. (Rev. 4/23)
- j. No smoking within the fenced areas of any pool on Indian Cove Resort property.

4.2 RECREATIONAL EQUIPMENT. Kayaks and Canoes are available for use during camping season, and during office/store hours. 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 a form of ID of a responsible adult is required for each use. Naturally, there is a 3-hour time limit on your use of each piece of equipment so please adhere to this. Equipment must be returned in the same condition that it was checked out. Any missing parts or damage will be members or guest responsibility to pay for replacement or damage.
(Rev. 4/23)

4.3 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.

4.4 WATERCRAFT LAUNCHING. To aide in the protection of the banks of the Resort do not launch from or pull boats, canoes or another watercraft onto campsite. Use designated launch areas only. Watercraft should be moored behind member's sites or as close as possible without encroaching on another member's site. Otherwise mooring should be in designated common areas. In addition, mooring should include bumpers, correct tying, etc., to eliminate damaging the Bulkhead. Damage to Bulkhead is the Member's responsibility.

4.5 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.

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5.2.1 Speeding enforcement 1st offense when reported to office the offender will be given a verbal warning with a note put on their account. 2nd offense will be a \$50 fine with a note on the account. 3^d offense will be a \$100 fine and will be asked to leave and will not be able to use the Cove's facilities until they come in front of the board. (Rev. 9/18)

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 Owner's name/membership number. Any towable left in this area will be charged at the rate of (according to the rates and fees per day) short term or (according to the rates and fees 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. Any unassigned towable will be removed at the owner's expense.

Small trailer storage can be paid in advance at the current camping season rate per year. Small trailer storage sites will be numbered, and those numbers assigned to Owners who pre-pay yearly, first. Units stored on the wrong sites or unpaid sites will be removed at the Owner's expense 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 roadways of the park and do not encroach on the area set aside for activities and may not exceed the posted speed limit of 5 miles an hour. Do not drive onto the sidewalks or grassy areas. (Rev 12/14)

- a. Persons under the age of 11 driving electric scooters/cars **must wear safety helmets and be equipped with a flag supported at least five (5) feet above the conveyance** and may not exceed the 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**. (Rev. 10/19)

5.6 Golf Carts. Only electric powered Golf Carts are permitted to be operated in the resort by members. Owner/members of Golf Carts must be registered with the reservation's office annually, registration fee applies. 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 taillights. Headlights and taillights 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 seats safely available. Golf carts must stay on the roadways of the park and do not encroach on the area set aside for activities. Do not drive onto the sidewalks. Golf Cart operators may not exceed the 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

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your legal guardian, brother, sister, half-brother, half-sister, stepbrother or stepsister. This person must hold a valid driver's license and 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, 4th of July, Labor Day and Halloween. 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/parking 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, 1 ton or larger, may be parked in overflow parking areas designated as such** if vehicle does not fit on reserved site within boundaries of site. 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 5th wheel trailers. All towable' s, while on ICR property, must be identified with Owner's name, membership number and site number. No more than 2 Golf carts may be parked on a site. (Rev. 4/23)

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. Rev. (4/23)

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 for other campers. A 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 to a 6- month eviction period. Rev. (4/23)

- 6.2 VEHICLE WASHING.** The washing and rinsing of Recreational Vehicles shall be authorized based on occupancy rate, fee schedule, and at management's discretion, between Memorial Day and Labor Day, excluding Holiday weekends. Payment must be made in advance in the reservation office in order to obtain a wash permit flag. 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 (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

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extend courtesy to fellow members by cleaning up after their pets immediately. 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 a 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 is allowed; except in areas marked, if available. Clean-up of pet waste is required in free roaming areas also. All pets brought into ICR will be properly licensed.

- 6.4 WASTEWATER** Persons using the sewer system to empty their recreational vehicle holding tanks or port-potties must use an elbow fitting those screws into the connection provided at the site. 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. (Rev. 9/18)

- 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 barbecue into trash containers.** Only bagged household trash is acceptable. All pet fecal matter must be bagged. **No bulk items allowed in or near trash corrals. Large or bulk items are the members' responsibility to dispose of off Cove property. Members will be fined for improper disposal of large or bulk items.**

- 6.5.1 COMFORT STATIONS.** There will be no washing of dishes, utensils, pets, or diapers in any of the comfort stations.

- 6.5.2 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.

- 6.5.3 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.

- 6.6 RESTRICTIONS ON DISPLAYING FLAGS, PENNANTS AND GARDEN FLAGS:** No flag, pinnate and/or garden flag may be flown or displayed from a camper, site or golf cart that has been deemed offensive by local/State/Federal governments.

7 ADMINISTRATIONS OF RULES AND REGULATIONS

- 7.1 EMPOWERMENT.** For those issues and circumstances that periodically arise, and for which there is no specific clarifying rule, ICR Management and/or Board of Directors are empowered to render a decision that has the

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force and effect of a specific rule, keeping the overall good of the resort paramount. Owners who wish to challenge a 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. (Rev. 10/19)

8 ENFORCEMENTS

- 8.1 COMPLIANCE.** Each Owner will comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Indian Cove Resort, as the same may be 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. Any use of physical or verbal abuse toward staff or other members on Indian Cove Resort property, will be grounds for immediate dismissal from the park at the Manager's discretion.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

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