

Tall Pines Resort Community & Campground Seasonal & Year Round RV Site Rules & Regulations

The following rules and regulations effective September 1, 2008 will govern the activities, conduct and operation within the park and become a part of and is an addendum to the Tall Pines License Agreement and all subsequent renewals unless otherwise amended. The Tall Pines Seasonal & Year Round Rules & Regulations (hereby referred to as Rules & Regulations) have been instituted for the purpose of providing a safe enjoyable and attractive community for all the residents of Tall Pines. The Rules & Regulations are for your benefit and your adherence these Rules & Regulation are respectfully requested. The Rules & Regulations are enforceable with respect to all the licensees and visitors thereof in the park at all times. Tall Pines management reserves the right to inspect the campsite and recreational vehicle (RV) at any time to confirm that these Rules and Regulations are being followed. Any violation of the Rules and Regulations will result in immediate termination of the License Agreement. The management's decision in reference to violations to the Rules & Regulations is final and no refunds will be made.

Due to the Seasonal nature of the Tall Pines Resort Community & Campground and the practice of advance reservations for campsites in the area, all payments (including, but not limited to site fees, pre-paid site fees, registration fees, winter storage fees, and deposits) under this License Agreement are non-refundable.

1. REGISTRATION/WINTER STORAGE FEE- Your initial License Agreement remains part of your resident file. An annual renewal acknowledgement must be signed and the Registration / Winter Storage Fee paid upon your decision to renew for the next camping season. The **Registration Fee/Winter Storage Fee is due and payable by October 15th** of the calendar year prior to the camping season for which occupancy is being requested. Written notice must be received prior to September 30th to cancel the License Agreement.

2. SEASONAL/YEAR ROUND RESIDENT- An RV owner (Licensee) who has filed an application, paid the application fee and been approved by the Tall Pines Resort Community & Campground and/or Tall Pines management representative (Licensor) to occupy a campsite for one season in Seasonal site or year round in Year Round site. The Licensee must provide evidence of ownership of the RV described in the application. Acceptable written evidence shall be a legally sufficient document issued by the appropriate state authority.

3. MISREPRESENTATION OR FALSIFICATION OF OWNERSHIP: Misrepresentation or falsification by a Licensee as to the ownership of any RV on an RV site shall constitute grounds for immediate cancellation of the RV site License Agreement held by the Licensee, whether the License Agreement is in the fabricator's name alone or in their name and "others", even though the "others" may be innocent parties to the deception.

- If a Licensee and/or occupant is convicted of a felony while residing in Tall Pines community which goes against the Tall Pines Seasonal and Year Round Rules and Regulations, the License Agreement will be immediately terminated.

4. SEASONAL SITE FEE- The Site Fee for the seasonal campsite is for one (1) "IN SEASON" period (April 1st to October 31st), which is specified in body of the License Agreement. Anyone who uses or lives in their RV during any portion of the OFF SEASON: November 1st to March 31st, for more than five (5) days per month will be assessed a \$495.00 Winter Occupancy fee, which must be paid or gate cards will be deactivated November 1, 2008. **This is a seasonal site NOT to be used as a Permanent Residence. Licensee agrees this is a seasonal site only and licensee will not reside on seasonal site between November 1st and March 31st (OFF SEASON). Residing on seasonal sites during the "OFF SEASON" will result in the termination of License Agreement.**

5. INSURANCE – The Licensee will at all times subsequent to the commencement of this agreement and during the full term thereof maintain a policy of insurance upon the premises and the RV located thereon at the Licensee's sole cost and expense against:

- Fire and Theft, either by separate policy or as an additional dwelling on current homeowners insurance policy.
- General public liability (including damages caused by falling trees) for a minimum amount of \$100,000 in coverage pertaining to the site and all improvements and equipment brought onto the site.

❖ **LICENSEE shall deliver to the Licensor promptly upon the execution and delivery of this agreement a valid certificate of insurance indicating that the aforementioned coverage's are in force for the full term of this agreement and stating the physical location of the RV site number in Tall Pines on the declaration page for the policy as an insured location.**

6. OCCUPANCY: No Renting or Sub-leasing – One of the Licensee's (a signer on the license agreement) must be in attendance when anyone uses the site. No Licensee may assign, rent, sub-lease or otherwise turn over his or her RV, lease RV site for the use and enjoyment of third parties, including children, relatives, or friends, either with or without monetary compensation. The use of each RV site, RV, or amenity shall be limited to the personal use and enjoyment of the Licensee of the RV site and their children, relatives, friends **when the Licensee is present.** **Age Limitation** – No children under the age of eighteen (18) are permitted to occupy an RV unless the Licensee is present. **This rules is strictly enforced for this campground community by the management office.**

Only Licensee, registered occupants and registered guests may occupy and utilize the campsite. The campsite is for recreational residential use only and **NO** commercial activities, sub-leasing or unregistered guest will be allowed.

7. LICENSE AGREEMENT TRANSFER: There will be a non-refundable \$100.00 transfer fee paid to Tall Pines Campground for any RV being sold to remain in the park. This \$100.00 fee also applies to residents transferring from one site to another and new residents taking over the site. The transfer fee must be paid with money order, credit card (Visa & Master Card) or cashiers check. **No personal checks will be**

accepted. This transfer fee is for administration costs to transfer the site. **The Tall Pines management must be given three (3) weeks prior notice in writing that the licensee is selling the RV on site.** The prospective new residents must be approved PRIOR to taking possession of any RV in the park. Please allow three to four weeks for the approval process. Current Licensee is responsible for the site and for all License Agreement payments until Licensor executes a new License Agreement with the perspective new resident. Licensee understands the site remains Licensee's responsibility if the perspective new resident is denied residency in Tall Pines.

8. ELECTRIC: Licensee is financially responsible for electric lines from and including the meter pan to the RV. This includes electrical outlets located in meter pan and Licensee's male plug. In any event, Licensor is not financially responsible for loss of electrical appliances, food and beverages due to interrupted electrical service or power surges. Each camping unit must have a male plug to plug into the electric service. Electric service cannot be wired directly to the source of electric. Licensee is required to put electric in Licensee's own name within 15 days of signing this License Agreement. Contact Delaware Coop at 302-349-9090 or 800-282-8590 to have your service turned on. You will need your site number which at the front top of your License Agreement and your meter number. Contact the Tall Pines office for your meter number.

9. RV MAINTENANCE- All RV exteriors must be kept clean and in good repair. Licensee shall keep the RV and exterior premises in a clean and sanitary condition, free of mold & mildew on the unit and the site free of garbage and rubbish. Licensee shall dispose of garbage and rubbish in a sanitary manner as instructed by Tall Pines management and Rules and Regulations. Appliances furniture or building material may not be stored on the premises. The licensee is responsible for the care and maintenance of the campsite at all times. Licensor reserves the right to enter onto any and all campsites to perform necessary care and maintenance of ground if Licensee fails to do so. Licensee hereby agrees to reimburse Licensor for cost of said care and maintenance. Licensor reserves the right to enter onto any and all campsites to perform necessary care and maintenance of ground if Licensee fails to do so. Should Licensor be required to perform said care and maintenance Licensee will be charged **\$50.00** per hour and all necessary charges required to bring site up to Tall Pines Community standards.

10. STRUCTURES AND SITE IMPROVEMENTS: **Absolutely no structure, outside additions to the RV, or permanent site improvements** will be made without prior written consent of the Licensor. Fences can only be Split Rail. **Only one wooden shed that cannot exceed sixty-four (64) square feet is permitted. Rubbermaid Sheds and storage units are NOT PERMITTED on the campsites. Small vinyl deck boxes are permitted on decks for the storage of deck items. Decks built higher than six (6) inches off the ground cannot exceed one hundred twenty (120) square feet. County Code does NOT allow for the construction of permanent additions to RV's. Only removable approved RV screen rooms are permitted.** Please obtain information about allowable structures from the Tall Pines office. **After submitting a drawing of proposed site changes and obtaining written approval from the Tall Pines office for proposed site improvement or structure improvement, Licensee is required to obtain a permit at the Sussex County Planning & Zoning located at Two the Circle, in Georgetown, DE, and give a copy of said permit to the Tall Pines Office.** Licensor has the right to increase Licensee's Site Fee to offset the increase in County's tax assessment resulting from Licensee's permitted improvements. **Licensor has the right to require the Licensee to remove all unauthorized structures and improvements.**

11. SITE MARKING- One week prior to having any work done on Licensee's site, after the permit has been approved, the Tall Pines office must be contacted so Miss Utility can mark the Licensee's site. Miss Utility only marks their cables and wires; therefore diligent care must be exercised for your protection because Tall Pines Resort Community & Campground's wires are not marked.

12. UTILITY LINES: Licensee is responsible for proper use of water lines, waste lines and maintenance of no freeze devices on the water lines from the curb box or valve to the point of connection to the RV. Licensee shall use reasonable care when using said utilities. Licensee understands that from time to time utilities of any type may be turned off for a reasonable period of time for repair and maintenance. The water will be turned off prior to freezing temperatures in November. Licensee holds Licensor Harmless for any losses incurred by tuning off utilities. Licensee will bear all expenses for having a phone on Licensee's site. Licensee is responsible for the burial, repair and maintenance of telephone lines. Tall Pines is responsible for electric lines between the electric meter and the electric service box on the RV site.

13. SEWAGE DISPOSAL: Licensee shall provide and be responsible for all extensions from RV connections to Lessee's septic system. No foreign items (including, but not limited to, prophylactics, sanitary napkins and grease) shall be flushed into Licensor's septic system. Licensee agrees to use biodegradable toilet tissue at all times.

14. TREES: Normal pruning and care of trees and shrubs on the campsite is the responsibility of the Licensee. Trees and shrubs shall be trimmed or removed when overgrown or dead. The responsibility and expense of trimming, pruning, cutting, and removing trees and limbs on and from the site shall be that of the Licensee. Any damage caused to any RV or other property from falling limbs or trees from any RV site shall be without recourse to Tall Pines. **Healthy trees will not be cut down for any reason, therefore keeping the wooded aesthetics of Tall Pines.** The cleaning and disposal of all leaves, branches, and tree "debris" shall be done by the Licensee and at the sole expense of the Licensee. Removal of dead trees is the responsibility of the Licensor. Licensee shall give licensor immediate notice in writing of any dead trees on the campsite. Should a tree need to be removed, Licensee understands it is the Licensee's responsibility to give free access to the property to have dead and diseased tree/s removed. This may entail removing the RV, sheds, decks, screen rooms, and any personal property of the Licensee that may impede the removal. This removal of personal property of the Licensee shall be at the expense of the Licensee. All plantings will remain park property. **No trees are to be cut down without prior approval of the Tall Pines office and maintenance staff and a licensed and insured tree Removal Company must do the work.**

15. BURNING & DUMPING OF LEAVES & TRASH: Absolutely no burning of leaves, pine needles, lawn debris or trash shall take place on Tall Pines premises. All lawn debris and trash shall be bagged and placed in dumpsters. NO DUMPING is allowed anywhere in the park. **Campground Residents are required to abide by any and all Burning Ban Regulations put in place during the camping season by the State of Delaware/DNREC. Copies of the Citizens Guide to open burning and burning ban restrictions are available at the management office.**

16. TRASH: Trash must be placed in dumpsters provided on Persimmon Road in front of the maintenance shed. A \$100.00 fine will be assessed to Licensee if trash is placed outside of the dumpsters. Removal of bulk trash is the responsibility of the Licensee and cannot be stored on the lot. Tall Pines office has an option of bulk trash pick up and removal for a fee contact the Tall Pines office for this service.

Recycling Units are available for use behind the trash dumpsters in front of the maintenance area. Recycling is available for all cans, plastics, and paper, cardboard and small batteries.

Important Note: DO NOT PUT APPLIANCES (refrigerators, ranges, etc.) or latex paint in dumpsters.

17. CAMPFIRES AND BURNING- Campfires must be constantly maintained by an adult. NO BONFIRES AT ANY TIME. Only small cook fires not higher than the fire pit or 6" whichever is less. Fire pit/fire ring cannot be higher than height of one standard fire ring. Fire rings cannot be stacked. Only firewood and/or charcoal can be burned. No more than a face cord (2' X 8' X 4') of firewood can be stacked per site. All fires must be contained in a fire ring. No large logs or limbs extending outside fire ring.

18. AUTOMOBILES AND OTHER VEHICLES PARKING: No parking on common ground and/or grass areas. No more than two vehicles per site are allowed in the park. If you cannot get your vehicle/s on your site because of awnings, steps, patios, sheds, etc Licensee understands Licensee and/or guests cannot park on other sites and/or on Tall Pines Common Ground. Parking is to be only on your site. In the event additional parking is needed, you can secure a temporary short term (less than (7) seven days) permit to park at the pool parking lot. **Vehicles (other than the registered RV) may not be stored at the site.** Vehicles in disrepair and/or unlicensed vehicles may not be stored on the Tall Pines premises.

19. TRANSPORTATION WITHIN THE COMMUNITY:

- Operation of motor vehicles – All Licensees, occupants and guests are subject to Delaware traffic laws. Any person operating a motor vehicle within the community shall have a State driver's license. Any vehicle which is not properly licensed, or in the condition required under laws of the Division of Motor Vehicles of the State of Delaware, cannot be operated within the community. **Vehicles with inadequate or malfunctioning muffler systems will not be permitted in the community.**
- Vehicles are not permitted to be parked along side of streets, or in the streets, on a vacant RV site, or on Tall Pines Common Ground. Only (2) two vehicles are allowed at each residence. However, **IF** the driveway permits more than (2) vehicles without parking in the grass, blocking traffic, and/or parking on the roadway, and vehicles are parked neatly and attractively in the driveway, up to (3) three vehicles will be permitted.
- Parking and Repair - Extra vehicles must be parked at pool parking lot with a temporary Tall Pines sticker or visitor pass, the identification sticker or a visitor's pass must be in the window and issued from the Tall Pines office or the vehicle(s) will be considered abandoned and towed at owner's/Licensee's expense. Tractor-trailer trucks, school buses, RVs (not permanently on a site) are not permitted to be parked in the community at any time, no exceptions. All oversized vehicles, such as box trucks, tow trucks, etc., shall be in sole discretion in the opinion of Licensor. If a vehicle is considered "oversized", Licensee may, at the discretion of Licensor, be instructed to park this vehicle at the community building/pool parking lot. No construction equipment will be permitted on Licensee's RV site. If not being used or if not currently licensed or operable, vehicles shall be removed from the Tall Pines community. No major repairs or overhauling of cars/vehicle is permitted at the RV site or in the community. As permitted by law, Licensor reserves the right to remove vehicles parked in violation of these Guidelines and further reserves the right to remove inoperable vehicles without current license plates. The Licensee shall pay all expenses incurred in the removal of said vehicle. **Speed Limit – 10 miles per hour and will be strictly enforced** – The speed limit is ten (10) miles per hour as posted when driving in and around the community. All traffic signs shall be obeyed and horns shall not be blown unnecessarily.

20. MOTORCYCLES/ GOLF-CARTS/ MOTORIZED CONVEYANCES (scooters, dirt bikes, power wheels, electric and/or gas powered motorized conveyance of any kind. Etc) / & BICYCLES:

- **MOTORCYCLES** – The resident must be the registered owner and operator of the motorcycle. The motorcycle must be titled, registered and tagged with a State as well as with Tall Pines office and authorization given after full inspection given by Licensor. Resident may not ride around the community and cannot do repairs on said motorcycle at the RV site. Motorcycles must be quiet in operation
- **ELECTRIC GOLF CARTS ONLY – NO GAS GOLF CARTS PERMITTED:** Electric Golf Carts must be registered with the Tall Pines office and residents must place the Golf Cart Permit sticker on front of the golf cart. Golf carts may be operated between 6:00 a.m. and 9:00 P.M. and may be operated after dusk only if they have adequate working headlights permanently mounted on golf carts. **Drivers of the golf carts must be (18) eighteen years of age or older and have a valid drivers license. Drivers license is to be on driver and shown on request.** Golf carts from other communities are strictly forbidden. There may not be more than **(4) four people** in the golf cart at one time (if seating allows 4 people), and all passengers must be seated when being operated. Golf carts must be operated in a safe and attentive manner. Used only when going from one destination to another. Golf Carts are not to be used for joy riding around the park/campground. Any violations of the above will cause Licensor to take corrective action. The first two violations will elicit a written warning along with a fifty-dollar fine, with the second leading to the cancellation of the golf cart privileges and possible termination of License Agreement.

- **MOTORBIKES** – The operation of motorbikes, motor scooters, mini-bikes, trail bikes, and motorized bicycles, off road vehicles, all terrain vehicles and other vehicles of this nature is not allowed in the community. Authorization of certain motorized scooters for disabled/handicap residents are permitted and need to be registered in the management office
- **NON-MOTORIZED CONVEYANCE:** Skateboards, non-motorized scooters, any non-motorized conveyances other than Bicycles are **NOT** permitted.
- **BICYCLES:** Are welcome, but **MUST** have reflective tape and lights for night use. Bicycles are not to be raced in the campground. Bicycles are only for transportation from one point to another. **PLEASE** go over bicycle safety with your children. **IT'S THE LAW:** Delaware law requires helmet use for children 16 years old and younger riding bicycles and motorcycles. Tall Pines Campground strictly enforces this law.
- **GAS/ELECTRIC POWERED NON-REGISTERED SCOOTERS, DIRT BIKES, and POWER WHEELS & BICYCLES:** Are **NOT** permitted.

21. **SPEED LIMIT: 10 MILES PER HOUR** - The speed limit is 10 MPH for the entire park. This is from the time you enter Tall Pines until you leave Tall Pines. The **10 MPH Speed limit** is for all vehicles including but not limited to cars, trucks, vans, RV's, motorcycles, golf carts, and bicycles.

22. **CHILDREN:** Licensee is responsible for the acts of their children. The privacy of other licensees cannot be violated by the action of your children. Minor children under the age 12 years of age are to be accompanied by a parent at all times. Licensee is encouraged to bring their child/children to the recreation areas and parents are responsible for their children's safety and behavior while in all areas of Tall Pines. **Misbehavior of children in the park will not be tolerated.**

23. **CONDUCT:** Licensees will be responsible for the conduct of and for any damages caused by themselves, their children, occupants, guests, or pets. Any violation of these Rules and Regulations by the aforementioned has the same affect as a violation by the Licensee. The disregard of any order or directive of a Tall Pines security patrol officer will be considered a violation of the Tall Pines Rules and Regulations and/or grounds for termination of the License Agreement. Drunkenness, immoral conduct, or any other activity that initiates a complaint from other residents will constitute a violation of these guidelines. Disorderly conduct that disrupts the right of others to peaceful enjoyment of the community endangers others, or causes substantial damage to property is grounds for termination of the License Agreement. Licensor reserves the right to bar anyone from entering the Tall Pines Community. Licensee, Licensee's family and/or guests **will not** invite any person to their RV site who has been barred or evicted from the Tall Pines community. **There is a 10:00 P.M. curfew for anyone under the age of sixteen (16).** An adult must accompany anyone 16 years old or younger after 10:00 P.M. while on Tall Pines property. **Tall Pines Management will strictly enforce this rule.**

24. **SECURITY ENTRANCE GATE & PASSES:** Each site will be issued up to four (4) gate passes for a deposit of \$10.00 per gate pass. These gate passes are the responsibility of the lessee.

- Replacement security gate cards will require a \$25.00 deposit for each replaced security gate card. To get a replacement security gate card the remaining gate cards must be brought to the Tall Pines office so a new security gate cards can be issued and lost gate card can be cancelled.
 - Should the remaining gate card not be returned and a replacement card be required there will be a \$25.00 deposit for each card replaced.
- Licensee agrees that they are responsible for all persons they allow to use their card and or code for entrance to Tall Pines Campground.
- Licensee agrees that Licensee, Licensee's relatives and/or friends will not allow unauthorized people to enter Tall Pines by opening the gate for people unknown to Licensee and/or people who they know have been evicted and/or removed from Tall Pines.
- Licensee agrees that **unauthorized use of the security gate** passes could result in termination of gate pass, termination of License Agreement, and expulsion from Tall Pines Campground.
- When Licensee transfers site to new resident Licensee must return gate passes to the Tall Pines office before site is transferred, or there will be a \$2.00 processing charge for issuing new gate cards. Gate Pass **IS NOT** to be given to prospective resident before they have been approved and new License Agreement is signed.
- Gate Cards will be de-activated when a resident's rental account becomes 60-days past due. The card will be re-activated once the account is brought to a current status.

25. **GUESTS-** All Guests must be registered at either the guard shack or the Tall Pines office. If you are expecting a guest to come in you must come to the Tall Pines office (or after hours the Guard Shack) **IN PERSON** and register them. If you have an unexpected guest show up you may use your gate pass to let them in. If you cannot be contacted, and/or the guest is not registered they will not be admitted onto the property.

26. **CURFEW:** **There is a 10 P.M. curfew** for anyone under the age of sixteen (16). An adult must accompany anyone 16 years old or younger after 10 P.M. **Tall Pines Management strictly enforces this curfew.**

27. **PLAYGROUND/POOL/RECREATIONAL AND PAVILION AREAS:** The playground/pool/recreational areas will be open from dawn to dusk. Anyone using these areas from dusk to dawn will be in violation of their License Agreement. **Positively No loitering is permitted in the Playground/Recreation/Pool/Pavilion area after dusk. Pets are NOT PERMITTED in the playground/recreational/swimming pool or Pavilion areas.**

28. ALCOHOLIC BEVERAGES- Tall Pines Resort Community & Campground does not allow alcohol to be consumed in any public areas. Public Intoxication will not be tolerated. The resident is responsible for proper storage of the alcoholic beverages. To keep our children safe please store all coolers with alcoholic beverages in them in secure locked areas when you are not in attendance. **Coolers used for alcohol must be stored in a locked area and out door refrigerators must be kept locked at all times.**

29. NOISE: Licensees will not interfere with the safe and peaceful enjoyment of other residents. No excessively loud parties will be allowed. Residents will play their car stereo, radio, TV, and any audio equipment at a normal volume (which will be determined at the sole discretion of Licensor) and control all noise in consideration of their neighbors.

30. VANDALISM AND CRIMINAL CONDUCT: Any License Agreement may be terminated if the Licensee, or any person from the household is found guilty of vandalizing the Tall Pines community, violating these Rules and Regulations, or violating any of the criminal laws of the State of Delaware or the Federal Government.

31. PETS:

- Pets must be confined inside the RV unless being exercised, during which time they must be kept on a leash. **No pets will be permitted to be tied outside or kept outside in a doghouse or fenced-in pen.** Noisy and/or unruly pets will not be allowed to remain in the Tall Pines community. Pets will only be allowed to remain in the Tall Pines community if they do not cause a nuisance to other residents. Pets running loose may be caught by Tall Pines management and/or employee or the S.P.C.A. and removed from the Tall Pines community.
- The number of pets for each Seasonal and/or Year Round RV Site will not exceed more than **two (2)**. The type of pets that are maintained by the Licensee must not cause any condition or situation that adversely affects the health, safety and welfare of individual residents or the Tall Pines community as a whole.
- The only pets that are permitted are dogs under sixty pounds (60) in weight, cats, and domestic birds that are in cages. No exotic/wild pets or farm animals of any kind will be permitted. **Breed Restrictions: Pit Bulls, Dobermans, Rottweiler's and Chows are not permitted as pets in Tall Pines. If any Licensee already has a restricted breed mentioned above they may stay but may not be replaced. If a Licensee brings one of these restricted breeds into the Tall Pines community to replace a pet or as another added pet, the Licensee will be immediately instructed to remove all restricted pets from their property and face probable termination of their License Agreement.**
- **Pets will not be permitted at any time in the recreation areas, this include the Playground, Swimming Pool, Pavilion and Volleyball and Horseshoe areas. Owners must clean up after their pets at all times.** Residents who have cats must keep these animals inside their RV's, or on a leash when outside. Cats cannot be left to run loose at any time. Any resident found allowing their cat to run loose will be asked to remove the cat from the Tall Pines Community. **The feeding of stray cats is absolutely not permitted.** This causes the animal to stay in the community, breed, and also results in health and safety problems. Stray cats carry diseases and any resident found feeding these strays will be turned over to the Department of health. Curbing of pets is not permitted in the playground, pool, recreation areas or pavilion.
- All dogs must be licensed. This is required by the State of Delaware. Violators face a fine of \$50 to \$100 for the first offense. Your animal must wear the license tag on their collar or leash at all times.
- You are required to register your pet at the Tall Pines office. This will include a certificate of license and a picture of your pet.
- Should any pet become a nuisance, its immediate removal will be required. No fences or doghouses are permitted. Pets are not to be tied outside unattended at any time. If any pet is found loose it will be turned over to the S.P.C.A. **Any pet that bites and/or attacks another person; or damages public or private property will be removed from the Tall Pines property immediately and will not allowed back in the community.**

32. CLOTHES WASHING & DRYING: **Only the umbrella type clothes drying pole may be used.** These are to be put down when not in use and require a holding pipe set in ground. Before setting the pole, you should check with the Tall Pines office for clearance so as to avoid damage to underground utilities. **CLOTHES WASHERS ARE POSITIVELY NOT PERMITTED IN YOUR RV OR SHED UNITS ON YOUR CAMPSITE.** In the event of the need for excessive pumping of a septic for a particular site, Tall Pines reserves the right to request to inspect the RV and Shed area for clothes washers.

33. COMMUNITY FACILITIES: All common areas such as the recreation area, pavilion, swimming pool, bathhouses and laundry room are for the use of the Licensee and the Licensee's registered guests. Licensor has the right to limit the number of registered guests using the facilities if over crowding interferes with the peaceful enjoyment of the community as a whole. Licensee shall keep the common areas and facilities in a clean and sanitary condition and exercise reasonable care in their proper use and operation.

34. GUNS: No guns of any type or description will be used or discharged within range of the Tall Pines Community. No guns will be carried in the Tall Pines Community except to and from hunting and target areas outside the Tall Pines Community. The word "gun" includes "BB" guns, pellet guns, paint ball guns, and any other classification of gun or firearm.

35. BOATS-Storage – One (1) Boat or watercraft may be stored or parked on the Licensee's RV site (in the area that provides least public view). Boats must not block the view of vehicular traffic or block access to utilities. The size of the boat must be a reasonable size. **Washing of boats is NOT permitted in Tall Pines.**

36. **PICNIC TABLES:** Licensees will supply their own picnic table. Picnic tables are not to be moved from any transient site.

37. **SWIMMING POOL:** Tall Pines pool use is restricted to Licensees' who have been issued resident pool passes. Passes and regulations are available at the Tall Pines office. In no case may Licensee erect a pool on Licensee's site. **Resident pool passes and daily pool passes will only be given to or sold to a registered Licensee/signer on the license agreement.**

38. **RESIDENT INFORMATION:** Licensees are required to advise Licensor within (30) thirty days of any change of address, telephone number, employment, vehicle or any other pertinent License Agreement information.

39. **COMPLAINTS UNDER COMMUNITY RULES AND REGULATIONS:**

- Any resident who has a complaint about another resident violating these Rules and Regulations must make their complaint in writing to Licensor and said complaint must be signed and dated by the complaining party. Licensee's who make a complaint must be willing to testify in court regarding complaint if legal action is taken.
- Licensee also agrees to communicate with Licensor, within (12) twelve days of request, in reference to any questions raised by Licensor regarding the Rules & Regulations and the Licensee's compliance or non-compliance therewith.
- Complaints made verbally **will not** be addressed. If the Licensee is not willing to put it in writing, the Licensor will not act on the complaint.
- **If you are witnessing a criminal act being committed in the community, please call 911 to call the police and then call our management office or after 4 pm please contact our Security Staff at 302-236-6607.**

40. **TRANSFER OF RV:** - The right to occupy an RV on a Seasonal or Year Round RV site is not unconditionally transferable with the sale or transfer of title to the RV. **No RV may be transferred unless it is in total compliance with the transfer Guidelines.**

- Death of Licensee – In case of the death of the Licensee(s) the License Agreement under the direction of the executor of the estate, may be transferred to new owner of the RV if the new owner has completed an application for residency and been approved by the Licensor, and RV meets required community specifications.
Note: Proof of ownership transfer of the RV must be shown such a bill of sale or the title indicating the transfer to the new owner.
- Execution sale, Foreclosure or other Judicial Action – As the result of an auction sale, execution sale, foreclosure or other judicial action, the new owner of the RV shall have no rights as a resident until and unless Licensor and new owner enter into a License Agreement according to new resident guidelines and complete an application for residency and be approved.
- Approval For Residency – A prospective residents must apply for and be approved for residency based on their credit worthiness and criminal background check before a License Agreement can be offered. Licensor reserves the right to reject any applicant based all or any of the following poor credit history, unacceptable background report, false and/or misleading statements. **Anyone occupying a RV site without having obtained Licensor's approval for residency will be deemed as a trespasser and will be evicted from the community.**

41. **SELLING, BUYING OR CANCELLING RESIDENCY:** Prior to moving a RV into our community or buying an existing RV, a prospective resident must complete an application package and pay the application fee of \$40.00 per applicant. This covers the fee for the Credit Report and Criminal Background Report. A separate criminal background is required for anyone who will be staying in the RV who is (18) eighteen years of age or older. The cost for the criminal background check is \$25 per person. Any applicant with a felony conviction within the previous 7 years of their application will be denied residency in the Tall Pines Community. Annual criminal background checks may be pulled, at the discretion of Licensor. (If application has been denied, the application fee is non-refundable)

- A proposed new License Agreement shall not be denied without a written statement (Adverse Action Letter) sent to the applicant as to the cause for such denial.
- An inspection of the RV (for both resale's and transfers) by the Licensor will determine whether the RV is qualified to remain in the community based on the condition of the unit.

42. **SALE OF RV: – LICENSEE MUST NOTIFY LICENSOR OF SALE: Failure on the part of the Licensee to notify Licensor in writing of prospective sale (3) three weeks prior to settlement, and failure to make provisions or arrangements for Licensor to inspect the RV, shall be grounds for denial of sale of RV.**

If Licensee decides to sell their RV; they shall register their intentions with Licensor **at least (3) three weeks prior** to sale. The name/s, address/s and telephone number/s of any and all potential buyer/s must be received at least (3) three weeks prior to sale to give time to process the application. Licensee may formally list their RV for sale with an outside agency, or list the RV for sale "by owner". Listing of the RV for sale is also available in the Blog on the Tall Pines website. The Licensee may sell RV personally or through an outside agency only after notifying Licensor in writing. RV listed for sale via outside agency or owner will be inspected by Licensor for compliance with these Guidelines. Violations shall be corrected before RV is sold or transferred. All "for sale" signs may only be placed on the window of the RV. Licensee may not place a sign on the RV site or driveway.

43. **TRANSFER FEE:** A non-refundable transfer fee of \$100.00 is required prior the transfer of the License Agreement. This \$100.00 transfer fee also applies to residents transferring from one site to another. The transfer fee is to be paid with credit card, money order, or cashiers check. **The Tall Pines office must be given a three (3) week notice in writing that the Licensee is selling.**

44. **REMOVAL OF RV:** – In all situations, Licensee shall give Licensor at least (30) thirty-days written notification before removing the RV from the site. The removal of a RV prior to the expiration of the License Agreement does not release the Licensee from any obligations,

responsibilities or liabilities contained in the License Agreement. All site fee payments and applicable charges due to Tall Pines for your license period shall be paid in full prior to the removal of the RV. Failure to provide 30 days written notice will result in Licensee's continuing liability for payment of site fee as detailed in the license period of your License Agreement. The Licensee's RV site shall be left in a clean and neat condition. Any improvements or installations placed on the RV site including, but not limited to decks, sheds, porches, tie-downs, anchoring systems, awnings, footers, etc., shall be removed from the community. RV site shall be cleared. Any property left on the RV site shall become the property of Tall Pines. Any expenses incurred by Licensor in repairing or restoring the RV site to its original condition will be charged to the Licensee. The Licensee shall be solely responsible for any damages to property belonging to the community or other residents resulting from the removal of the RV from the community. Tall Pines assumes no responsibility in the event that a retailer, financial institute or other secured party removes the Licensee's RV from the community.

45. VARIATIONS: – Any variations from these guidelines must be communicated to Licensor and/or Licensor's representative for approval.

46. NOTICES: Amendments to these Rules and Regulations – Licensor reserves the right, from time to time, to amend or supplement these Rules and Regulations and to adopt and promulgate additional Rules and Regulations applicable to the Tall Pines premises. Licensee agrees to comply with all amended Rules and Regulations upon proper notification from Licensor. This notification of amendment change will be posted on the message board, (30) thirty-days prior, in Licensor's office at 29551 Persimmon Road, Lewes, DE 19958.

47. ENFORCEABILITY OF COMMUNITY RULES & REGULATIONS: – Any failure of Licensor to enforce one or more of the Rules and Regulations shall not constitute a waiver of any of the Rules and Regulations, either in whole or part. The judgment of Licensor shall be final. When Licensor issues a violation notice, and/or Licensor's representative, to a Licensee, the Licensee is responsible for correcting the violation(s) within the specified time. Failure or refusal to correct the violation, or repeated violation(s) of these Rules and Regulations, may lead to termination of the Licensee's License Agreement. The Licensee, Licensee's family, and all guests the Licensee brings into the Tall Pines community must comply with Federal, State, County laws, and these Rules and Regulations. Such laws, rules and regulations may be more restrictive than these Rules and Regulations.

48. INCLUDED ADDENDUMS: Incorporated in and to become a part of the Tall Pines Seasonal & Year Round RV Rules & Regulations is Sussex County Building Code concerning Sussex County and Tall Pines including but not limited to Code 115-150-1b, 115-171(7,8,9), Case NO. 4053 January 08, 1990- Tall Pines Camping Section., and Delaware DNREC Air Quality Code Delaware Regulation 13. Open Burning.

***As the community to which these Rules & Regulations apply is your Seasonal or Year Round residence,
Each of the above Rules & Regulations is intended to make and keep Tall Pines Campground
a safe and happy place for you and your family to live and enjoy.***

Thank you for your cooperation.

**29551 Persimmon Road, Lewes, DE 19958 * Tel: 302-684-0300 * Fax: 302-684-1045
Website: www.tallpines-del.com * e-mail: tpinfo@tallpines-del.com**