2024

<u>Lighthouse Beach RV Resort Seasonal Guidelines</u>

As the resort community to which these guidelines apply is your Seasonal Camping Site, each of these Rules & Regulations is intended to make & keep Lighthouse Beach RV Resort a safe & happy place for you, your family & guests to enjoy.

Thank you for your cooperation.
LIGHTHOUSE BEACH RV RESORT MANAGEMENT
AND MID-ATLANTIC SHORE PROPERTIES, INC.

The following guidelines are in place to govern the activities, conduct and operation within the resort/campground and shall therefore become a part of, and is an addendum to, the Lighthouse Beach RV Resort License Agreement and all subsequent renewals unless otherwise amended. The Lighthouse Beach RV Resort Seasonal Guidelines (hereby referred to as Rules & Regulations) have been instituted for the purpose of providing a safe, enjoyable and attractive community for all residents and guests of Lighthouse Beach RV Resort. The Rules & Regulations are for your benefit and your adherence to these Rules & Regulation are respectfully required. The Rules & Regulations are enforceable with respect to all licensees and visitors thereof in the resort at all times. Lighthouse Beach RV Resort 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 may result in the immediate termination of the License Agreement. The management's decision in reference to violations to the Rules & Regulations is final.

Due to the Seasonal nature of the Lighthouse Beach RV Resort/Campground the site fees, pre-paid site fees, registration fees, and deposits under this License Agreement are non-refundable.

1. <u>REGISTRATION/DEPOSIT</u> - The Initial License Agreement remains part of your resident file. An annual renewal acknowledgement must be signed and the Registration /Deposit paid upon your decision to renew for the next camping season.

The Registration/Deposit is due and payable <u>by September 30th</u> of the calendar year prior to the season for which occupancy is being requested. Lighthouse Beach (Licensor) may terminate the license without cause by providing a 60 day notice prior to the end of the current seasonal period.

Written notice must be received prior to September 30th to cancel the License Agreement.

- 2. <u>SEASONAL RESIDENT</u> An RV owner (Licensee) who has filed an application, paid the application fee and been approved by the Lighthouse Beach Resort RV Resort Community and/or Lighthouse Beach RV Resort management representative (Licensor) to occupy a campsite for one season. 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. A copy of the title for the RV is required to be on file in the management office's resident file. Seasonal RV's are required to be no older than 10 years of age to be placed on an RV seasonal site. Applicants with an RV more than 10 years old can submit a picture for review and approval to the Lighthouse Beach RV Resort office.
- **3.** <u>MISREPRESENTATION OR FALSIFICATION OF OWNERSHIP:</u> 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 are convicted of a felony while residing in the Lighthouse Beach Resort community, the License Agreement will be immediately terminated.
- **4.** <u>SEASONAL SITE FEE</u>- The Site Fee for the seasonal campsite is for one (1) "IN SEASON" period (April 15th to November 15th.) which is specified in the body of the License Agreement. Use of the Seasonal Site after the end of the season, November 15th., is strictly prohibited. Licensee agrees this is a seasonal site only and licensee <u>WILL NOT</u> reside on the seasonal site between November 15th. and April 1st. (OFF SEASON) or their License Agreement will be terminated. The seasonal period of April 15th to November 15th. is a specific number of days which is a condition of the approval of the conditional use for the resort required by Sussex County. Licensee is permitted to visit their seasonal site periodically after the close of the season on November 15th. during regular office business hours in order to inspect their RV, but you are NOT PERMITTED to occupy the RV overnight.
- 5. <u>INSURANCE</u> 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 RV site 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 homeowner's insurance policy.
 - General public liability (including damages caused by fire, falling trees or branches) 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 coverages are in force for the full term of the agreement and stating the physical location of the RV site number in Lighthouse Beach RV Resort on the declaration page for the policy as an insured location. Please be advised that it is the responsibility of the Licensee to keep their insurance current and to furnish a copy of the declaration page at renewal with valid coverage dates to the management office. Expired insurance coverage is considered a violation.
- **6.** OCCUPANCY: A maximum of (4) four persons may exist as signers on a License Agreement. You must be 21 years of age to be a signer on a License Agreement. No Renting or Sub-leasing is permitted One of the Licensee's (a signer on the license agreement) must be in attendance when

there are relatives or guests staying at the RV site. No Licensee may assign, rent, sub-lease or otherwise turn over his or her RV and the RV site for the use and enjoyment of third parties, including children, relatives, friends or strangers, 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, their children, relatives and friends when the Licensee is present. Background checks are required for all occupants 18 years of age and over. All children of Licensee's will be required to have this background check completed at the age of 18 for the resident file. There will be no charge for backgrounds for children of current residents listed on the original application for residency as occupants when they reach 18 years of age if the office is notified within 30 days of their 18th birthday. Otherwise, a \$35.00 background check fee will apply. Anyone aged 18 years and over staying more than 7 days at a seasonal site and not listed on the original application for residency will be considered a resident and will be required to have a background check (\$35 fee) performed for the resident file. Only Licensee, registered occupants and registered guests may occupy and utilize the campsite. The campsite is for recreational, residential use only.

Commercial activities, sub-leasing or unregistered guests are not permitted at the RV campsite.

- 7. LICENSE AGREEMENT TRANSFER: There will be a non-refundable \$200.00 transfer fee paid to Lighthouse Beach Resort Campground for any RV being sold to remain in the park. A maximum of (4) four persons as signers on a License Agreement. This \$200.00 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 or cashier's check. No personal checks will be accepted. This transfer fee is for administration costs to transfer the site. The Lighthouse Beach Resort management must be given three (3) weeks prior notice in writing that the licensee is selling the RV on site. An inspection of the RV site is required prior to completing the sale of the RV to new buyers. Violations found at this inspection must be corrected before the site can be transferred. 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 his/her responsibility if the prospective new resident is denied residency in Lighthouse Beach Resort. No license Agreement is transferable. All new residents or purchasers must sign a new license agreement with Licensor. License Agreements are not transferable or assignable.
- 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 5 days of signing the License Agreement. Contact Delaware Electric Cooperative at 302-349-9090 or 800-282-8590 to have your service turned on. Please be advised that if the site has been vacant for a period of one year or more that an inspection may be required prior to your electric being turned on. You will need your site number which is located at the top right of your License Agreement along with your meter number.
- 9. RV & SITE 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, algae & 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 Lighthouse Beach RV Resort management and Rules and Regulations. 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 the grounds if Licensee fails to do so. Licensee hereby agrees to reimburse Licensor for cost of said care and maintenance. Should Licensor be required to perform said care and maintenance, Licensee will be charged \$50.00 per hour plus all necessary charges required to bring the site up to Lighthouse Beach Resort's community standards. Note: The use of tarps to cover your RV as a temporary measure for a roof leak during the season is limited for a period of ten (10) days to allow for the repair. Please inform the office immediately if a tarp will be required.
- 10. STRUCTURES AND SITE IMPROVEMENTS: A Site Improvement Form must be approved by management prior to the performance of any improvements or the placement of additional structures. Absolutely no structures, outside additions, or permanent site improvements are permitted to attach or connect to the outside of the RV. County Code does NOT allow for the construction of permanent additions to RV's.

 Only removable, approved RV screen rooms are permitted. Only one wooden shed, that cannot exceed sixty-four (64) square feet, is permitted. Shed must be manufactured. No stick built (do it yourself build) sheds. Rubbermaid sheds and storage units are NOT PERMITTED on the campsites. Appliances or unused building materials may not be stored outside on the premises.

 No elevated decks are permitted, ground level decking only. Please obtain information about allowable deck structures from the Lighthouse Beach

RV Resort office. The use of a screened, portable Gazebo for outdoor socializing or dining purposes is permitted and limited to one per site. All screen rooms and portable screened Gazebo units MUST BE REMOVED and stored at the end of the camping season. Please be advised that the Licensee will be liable for any damages caused to any neighbor's RV or other property or common area damaged by any portable screen/gazebo enclosure that should come loose during wind/storms and be blown into neighboring sites and/or common areas. Licensor has the right to require the Licensee to remove all unauthorized structures and improvements.

Please be advised that any Structures and/or site improvements constructed without management approval and/or the proper building permits will be required to be removed from the RV/RV site - NO EXCEPTIONS.

11. CONDITION OF THE RV SITE & STRUCTURES: It is the responsibility of the Licensee's to keep the RV site in a neat and orderly condition. The RV site should receive maintenance on a regular basis to keep it free of any debris/clutter. Spring maintenance of the site should be completed by May 30th of the new camping season. Spring maintenance would include raking and removal of lawn debris as needed as well as pressure washing if needed of the RV and/or portable screen room and shed. RVs and sheds should be painted, if needed, after pressure washing. Articles should be stored neatly and inside a shed, if possible. Firewood is to be stacked neatly on your RV site. In the event that you have a pet, the site should be kept free of pet waste. Should Licensor be required to perform said care and maintenance, Licensee will be charged \$50.00 per hour plus all necessary charges required to bring the site up to Lighthouse Beach Resort's community standards. Portable Screen Room and Gazebo units are to be kept in good condition on the RV site. Any damaged portable screen room or gazebo unit must be repaired within 10 days or would need to be removed from the RV site.

TARPS OVER RV'S OR SHEDS ARE PERMITTED FOR A PERIOD OF NO MORE THAN 10 DAYS, FOR REPAIR PURPOSES ONLY.

- 12. <u>ADDITIONAL RV SITE IMPROVEMENTS:</u> Additional Outside lighting is limited to on the RV, portable screen room and portable Gazebo units or other specifically approved structures. Seasonal sites are permitted to have one (1) 64 sq. ft. shed (8'x8'). No other permanent structures are permitted on a seasonal site. Portable screen rooms and portable screen Gazebos are permitted, but must be removed and stored away at the end of the camping season, along with any temporary structures. No stick build (do it yourself build) sheds are permitted at Lighthouse Beach RV Resort.
- 13. <u>UTILITY LINES:</u> Licensee is responsible for the proper use of water lines and waste lines as well as the 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 the turning off of utilities. Lighthouse Beach Resort is responsible for electric lines between the electric meter and the electric service box on the RV site.
- 14. <u>SEWER CONNECTIONS/ DISPOSAL</u>: Licensee shall provide and be responsible for all extensions from RV connections to Lessor's sewer system. No foreign items (including, but not limited to, prophylactics, sanitary napkins and grease) shall be flushed into Licensor's sewer system. Licensee agrees to use biodegradable toilet tissue at all times. **Delaware law requires that all sewer hoses remain undamaged and sewer connections be kept tight. Sewer doughnuts are to be used on all sewer connections.**
- **15.** TREES: Trees throughout the resort are part of the overall landscape and are NOT to be used for any purpose. Lights and clotheslines are not permitted on the trees throughout the resort. DO NOT wrap any type of rope or wire around any of the trees. The tree trimming is the responsibility of Lighthouse Beach. Trees will be trimmed as needed and determined by management. Please report any tree issues to the resort office.
- 16. <u>LIGHTS</u>: Lights around your campsite must not be any closer than 5 feet from your neighbor's RV and are limited to placement on the RV, portable screen room and screened portable Gazebo units or other specifically approved locations. If lights are bright and impede your neighbor's ability to sleep, the lights must be turned off by the start of quiet time, 11:00pm. Lights may not be tied around or nailed to a tree under any circumstance. Licensor may impose a wattage limit on lights at your campsite.
- 17. <u>BURNING & DUMPING OF LEAVES & TRASH</u>: Absolutely no burning of leaves, pine needles, lawn debris or trash shall take place on Lighthouse Beach RV Resort premises. Dumping is not allowed anywhere in the park. Burn barrels are NOT permitted. **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.
- 18. TRASH: Trash must be placed in dumpsters at the location provided near the entrance to the resort (see resort map). 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. Lighthouse Beach Resort office has an option of bulk trash pick up and removal for a fee; contact the Lighthouse Beach Resort office for this service.

Important Note: DO NOT PUT APPLIANCES (refrigerators, ranges, TV's etc.) or latex paint in the trash dumpsters.

19. <u>CAMPFIRES AND BURNING- Campfires must be constantly maintained BY AN ADULT.</u> Only small cook fires, no higher than the fire ring or 6" whichever is less. Fire rings 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. Firewood must be neatly stacked on your RV Site. NO burn barrels are permitted. All fires must be contained in a fire ring. No large logs or limbs extending outside fire ring.

PER DELAWARE FIRE CODES: BURNING OF TRASH IN YOUR CAMPFIRE IS POSITIVELY NOT PERMITTED. No burning of leaves, lawn debris, treated or painted wood. During particularly dry seasons, the state may issue a burning ban, at which time NO FIRES of any kind are allowed. NO <u>BONFIRES</u> AT ANY TIME.

20. <u>AUTOMOBILES AND OTHER VEHICLES PARKING</u>: No parking on common ground and/or grass areas. No more than two vehicles per site are allowed in the resort/campground. Licensee understands that Licensee and/or guests cannot park on other sites and/or on Lighthouse Beach RV Resort Common Ground even with permission of the other site. Parking is to be only on your site. **Vehicles (other than the registered RV) are not permitted to be STORED at the site after season.** Vehicles in disrepair and/or unlicensed vehicles may not be stored on the Lighthouse Beach RV Resort premises.

Vehicles are not permitted to be parked along the streets. This allows for proper access throughout the resort in the event of an emergency.

21. 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 resort/campground shall have a current 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 resort/campground. Vehicles with inadequate or malfunctioning muffler systems will not be permitted in the resort/campground.
- Vehicles are not permitted to be parked alongside of streets, or in the streets, on a vacant RV site, or on Lighthouse Beach RV Resort 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 Tractor-trailer trucks, school buses, RVs (not permanently on a site) are not permitted to be parked in the resort/campground 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. 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 resort. No 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 registration. 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 resort/campground. All traffic signs shall be obeyed and horns shall not be blown unnecessarily.

- 22. MOTORCYCLES/ GOLF-CARTS/ MOTORIZED CONVEYANCES (scooters, dirt bikes, power wheels, electric/gas-powered motorized conveyances of any kind) & 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 Lighthouse Beach Resort office and authorization given after full inspection given by Licensor. The motorcycle is limited to transportation to and from the property for the safety of our residents and are not permitted be used for joyriding around the community. Motorcycles are any two-wheel vehicles that are tagged for use on the highway. Repairs on said motorcycle at the RV site are not permitted. Motorcycles must be quiet in operation throughout the campground and are required to enter at the gate the same as all vehicles. Any resident or resident's guest found going around the gate with a motorcycle to gain access to the property will be considered in violation of these rules and regulations and may result in the termination of the license agreement.
 - GOLF CARTS MUST BE REGISTERED WITH THE RESORT OFFICE PERMIT: Golf Carts must be registered with the Lighthouse Beach RV Resort office and residents must place the Golf Cart Permit on front of the golf cart and one on the rear. Golf carts may be operated after dusk only if they have working headlights/taillights permanently mounted on the cart. Golf Carts may not be driven on the trail after dark. Drivers of golf carts must be (16) sixteen years of age or older and have a valid driver's license that must be registered with the Office. Driver's licenses are to be on the driver and shown upon request. Proof of insurance coverage while at Lighthouse Beach is required for all personal golf carts. Golf carts from other communities are strictly forbidden. There may be no more people in the golf cart at one time than the cart's seating allows. All passengers must be seated while the cart is in motion. Golf carts must be operated in a safe and attentive manner. Any violations of the above will cause Licensor to take corrective action which may result of suspension of privileges
 - <u>MOTORBIKES</u> The operation of motorbikes, motor scooters, mini-bikes, trail bikes, motorized bicycles, off road vehicles, all-terrain vehicles and other vehicles of this nature is NOT PERMITTED in the resort. Authorizations for certain motorized scooters for disabled or handicapped residents are available and must be registered in the management office.
 - NON-MOTORIZED CONVEYANCE:
 - Roller-skates, Rollerblades & Skateboards are NOT permitted. Please be advised: if a child does not return a prohibited non-motorized conveyance to the RV campsite when directed to do so by any Lighthouse Beach RV Resort management agent or security staff, the item may be confiscated and taken to the office for pick-up by the child's parents.
 - BICYCLES & SCOOTERS are welcome, but MUST have reflectors and lights for dusk/nighttime use. Bicycles are not to be raced in the campground nor are ramps permitted. Please go over bicycle safety with your children.
 Delaware State Law requires the use of helmets for any bike rider/passenger aged 16 years or younger. Lighthouse Beach RV Resort strictly enforces this law. You must be aged 17 years or older to be on a moving bicycle or scooter without a helmet.
 - GAS/ELECTRIC POWERED BICYCLES, SCOOTERS, DIRT BIKES or POWER WHEELS are not permitted.
- 23. <u>SPEED LIMIT</u>: 10 MILES PER HOUR The speed limit is 10 MPH for the entire resort. This is from the time you enter Lighthouse Beach RV Resort until you leave Lighthouse Beach RV Resort. The 10 MPH Speed limit is for all vehicles including but not limited to cars, trucks, vans, RVs, motorcycles, golf carts, and bicycles.
- 24. <u>CHILDREN</u>: Licensees are responsible for the actions of their children. The privacy of other licensees may not be violated by the actions of residents' children. **Children under 12 years of age are to be accompanied by a parent at all times.** Licensees are encouraged to bring their children to the recreation areas. Parents are responsible for their children's safety and behavior while in all areas of Lighthouse Beach RV Resort. Misbehavior of children in the park will not be tolerated. **There is a 10:00 P.M. curfew for anyone under the age of sixteen (16).** An adult must accompany anyone under the age of 16 after 10:00 P.M. Lighthouse Beach RV Resort Management will strictly enforce this rule. Residents & children are required to identify themselves by name and RV site number when asked by any Lighthouse Beach RV Resort management agent or security staff.
- 25. 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 effect as a violation committed by the Licensee. The disregard of any order or directive of Lighthouse Beach RV Resort management agents or security personnel will be considered a violation of the Rules and Regulations and, as such, may be considered grounds for a termination of the License Agreement. Drunkenness, immoral conduct, or any other activity that initiates a valid complaint from other residents will constitute a violation of these guidelines. Disorderly conduct that disrupts the right of others to a peaceful enjoyment of the community, endangers others, or causes substantial damage to property is grounds for the immediate termination of the License Agreement. Licensor reserves the right to bar anyone from entering the Lighthouse Beach Resort Campground/Community. The Licensee, Licensee's family and/or guests may not invite any person who has been barred or evicted from the Lighthouse Beach Resort Campground/community to their RV site.
- **26. SECURITY ENTRANCE GATE & GATE CARDS:** Each site is issued one gate card per signer on the License Agreement, up to a maximum of (4) per agreement. Gate Cards require a \$10.00 fee per card. These gate cards are the responsibility of the lessee. The card will gain you access through both the main entrance and resort gates.

- Replacement security gate cards will require a \$25.00 fee per card. A lost or damaged gate card must be brought to the office's attention immediately.
- Licensee agrees that they are responsible for all persons they allow to use their card/code for entrance to Lighthouse Beach RV Resort.
- Licensee agrees that Licensee, Licensee's relatives and/or friends will not allow unauthorized people to enter Lighthouse Beach Resort by opening the gate for people unknown to Licensee and/or people who they know have been evicted, removed or barred from the Resort.
- Licensee agrees that unauthorized use of security gate cards/codes could result in the cancellation of access, the termination of the License Agreement and expulsion from Lighthouse Beach RV Resort.
- When transferring a site to new residents, Licensee must return all gate cards to the resort office before the new License Agreement will be
 issued to the new resident.
- Gate Cards will be de-activated when a resident's rental account becomes 30-days past due. The card will be re-activated once the account is brought to a current status.
- A \$10.00 fee will apply to any additional gate card purchases, up to 4 cards total per agreement.
- **27. GUESTS** Any guest visiting onsite for more than 7 consecutive days must be registered with the office with a background check being required for anyone 18 years of age or older. Licensee is responsible for the actions of their guests. Resort management reserves the right to direct unregistered guests to leave immediately if they are causing problems with other residents or not obeying these rules. Failure of a Licensee to remove their guest(s) at our request may lead to an immediate termination of their license agreement.
- 28. <u>CURFEW</u>: There is a 10:00 P.M. curfew for anyone under the age of sixteen (16). An adult must accompany anyone under the age of 16 after 10:00 P.M. Lighthouse Beach RV Resort Management will strictly enforce this rule. Residents & children are required to identify themselves by name and RV site number when asked by any Lighthouse Beach RV Resort management agent or security staff. Failure to identify yourself will result in treatment as a trespasser which would lead to calling in the State Police.
- 29. PLAYGROUND/POOL/MINI-GOLF/RECREATION AREAS AND FISHING PIER/DOCK: The playground, pool, mini-golf course, horseshoe pits & other recreational areas will be open from dawn to dusk unless noted otherwise. Pets are NOT PERMITTED in the playground, on the mini-golf course, in the swimming pool/spa area, under the Activity Pavilion, or in the Bathhouse & Laundry rooms. POSITIVELY NO SWIMMING IS PERMITTED AT THE PIER. A valid State of Delaware Fishing License (Resident/Non-Resident) is required to fish/crab from the Pier. A fishing license can be purchased at any of the local fishing/bait stores. Tampering with or retrieving any crab pot other than your own is strictly forbidden by state law and shall be upheld by Lighthouse Beach RV Resort; violators will be reported to the local authorities.
- 30. <u>ALCOHOLIC BEVERAGES:</u> Consumption of alcohol is limited to your RV resort site unless otherwise and specifically noted for certain Lighthouse Beach RV Resort events or activities. <u>Alcoholic beverages are NOT PERMITTED inside the swimming pool/spa area.</u> 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 a secure/locked area when you are not in attendance.
- 31. NOISE: Licensees will not interfere with the safe and peaceful enjoyment of other residents. No excessively loud parties are allowed. Residents will play their car stereo, radio, TV or 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. Quiet Hours are in effect from 11:00 pm to 9:00 am Sunday through Thursday and 12:00 am to 9:00 am Saturday. During Quiet Hours, any noise must remain unintelligible beyond the borders of your site.
- 32. <u>FIREWORKS</u>: Fireworks are POSITIVELY NOT PERMITTED on Lighthouse Beach RV Resort property. The use of fireworks other than for permitted public displays is illegal in the State of Delaware. Any resident found using fireworks within the community will be considered in violation of the rules and regulations and will be considered for termination of their License Agreement. Fireworks present a safety hazard and cannot be tolerated.
- **33.** <u>VANDALISM AND CRIMINAL CONDUCT:</u> A License Agreement may be terminated if the Licensee, or any person from the household, is found guilty of vandalization or any criminal law of the State of Delaware or the Federal Government within the Lighthouse Beach RV Resort community.
- **34. SOLICITING:** Door to door soliciting for any reason is not permitted within Lighthouse Beach RV Resort. Lighthouse Beach RV Resort bulletin boards are not for public use. Please notify the office if you would like to include a post item.
- 35. <u>PETS</u>: Breed Restrictions: Pit Bulls, Pit Bull Mix Breeds, Dobermans, Rottweiler's, Staffordshire Terriers and Chows are not permitted as pets in Lighthouse Beach Resort. LIGHTHOUSE BEACH RESORT RESERVES THE RIGHT TO ADD ADDITIONAL BREEDS TO THIS LIST.
- OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR PETS. PETS THAT CAUSE DAMAGE TO PROPERTY OR ATTACK OTHER PETS OR PEOPLE MUST BE IMMEDIATELY REMOVED FROM THE RESORT. THE OWNER WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY DAMAGE OR MEDICAL BILLS RESULTING FROM THEIR PET'S ACTIONS.
 - Pets must be under the constant supervision of its owner and on a leash that is no longer than 6 feet at all times while outside of the RV; the only exception being while within a fenced area while in the company and under the supervision of its owner, i.e.: inside the dog park or inside a suitable and approved temporary fence installed on the owner's RV site. Pets are not permitted to be kept or left outside unattended, neither tied to a post, nor in a doghouse, fenced-in pen or pet cage.
 - You are required to clean and dispose of all pet waste during pet walks. Please see the pet stations throughout the resort for the proper disposal of pet waste. Your RV site is to be cleaned of all pet waste. We are pet friendly at Lighthouse Beach and do not restrict the number of pets at your seasonal site, however, pets MUST be cleaned up after at all times.

- Noisy and/or unruly pets will not be allowed to remain in the community. Pets will only be allowed to remain in Lighthouse Beach RV
 Resort if they do not cause a nuisance to other residents.
 Pets running loose may be caught by Lighthouse Beach employees or the
 S.P.C.A. and removed from the Lighthouse Beach Resort community.
- Please understand that LHB will not tolerate aggressive pets. Any pet that shows aggressive tendencies will not be permitted to remain at
 the resort. 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 Lighthouse Beach RV Resort as a whole.
- No exotic/wild pets or farm animals of any kind are permitted.
- Dog Breed Restrictions: Pit Bulls, Pit Bull Mix Breeds, Dobermans, Rottweiler's, Staffordshire Terriers and Chows are not permitted as pets in Lighthouse Beach RV Resort.
- Pets are <u>NOT PERMITTED</u> in the playground, on the mini-golf course, in the swimming pool/spa area, under the Activity Pavilion, or in the Bathhouse & Laundry rooms. **Owners must clean up after their pets at all times.**
- Residents with cats must keep them inside their RVs or on a leash when outside. Cats, also, cannot be left to run loose at any time. Cats are NOT PERMITTED in rental cottages. Any resident found allowing their cat to run loose will be asked to remove the cat from the Lighthouse Beach Community. **The feeding of stray cats is absolutely not permitted.** Any resident found feeding these strays will be turned over to the Department of health.
- 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(s) at the Lighthouse Beach Resort office. This will include a certificate of license, proof of current rabies and distemper shots and a picture of your pet. Upon registration Seasonal campers will be given a pet ID tag to place on the pet's collar. ALL PETS MUST BE REGISTERED IN OUR MANAGEMENT OFFICE.
- Seasonal Campers, Cottage Rental Campers and Overnight Campers are required to have pet waste disposal bags with them while walking their pet. Anyone found walking his or her pet without a pet waste disposal bag will be considered in violation.
- Children must be at least 13 years of age to walk a dog in the resort and must demonstrate complete control of the dog(s).
- **36.** CLOTHES WASHING & DRYING: Only umbrella-style clothes drying poles may be used. These are to be put down when not in use and require a holding pipe to be set in the ground. Before setting the pole, you should check with the Lighthouse Beach Resort office for clearance so as to avoid damage to underground utilities. Umbrella clothes lines are to be removed and stored away at the end of the season. CLOTHES WASHERS ARE POSITIVELY NOT PERMITTED INSIDE ANY SHED NOR OUTSIDE ON YOUR SITE. The Laundry Room located within the Bathhouse is available for use during the hours of 8:00 am to 11:00 pm every day in season.
- 37. <u>COMMUNITY FACILITIES</u>: All common areas are for the use of the Licensee and the Licensee's guests. Licensor has the right to limit the number of guests using the facilities in the event that overcrowding 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.
- **38.** <u>GUNS</u>: No guns of any type or description will be used or discharged within range of the Lighthouse Beach RV Resort community. No guns will be carried into the Lighthouse Beach RV Resort community except to and from hunting and target areas outside the Lighthouse Beach Resort community. The word "gun" includes "BB" guns, pellet guns, paint ball guns, and any other classification of gun or firearm.
- 39. BOATS: Storage One (1) Boat or Watercraft (Watercraft is considered to be Jet-Skis/Wave Runners) may be stored or parked on the Licensee's RV site in the area that provides the least public view. Boats/Watercraft must not block the view of vehicular traffic or access to utilities. The size of the boat/watercraft must be reasonable. Any boat/watercraft and boat/watercraft trailer kept on the RV site must have a current license/registration and kept in running condition. Repair work on the boat/watercraft and/or motor is not permitted. Washing of boats and jet-skis as well as flushing engines is NOT permitted in Lighthouse Beach RV Resort. Boats and jet skis must launch from the public boat launch located at the end of Longneck Rd.
- **40.** <u>PICNIC TABLES/FIRE RINGS</u>: Licensees will supply their own picnic table and fire ring. Picnic tables and fire rings are not to be removed from any of our Overnight RV Sites or Rental Cottage Sites. Please refer to section #19 of these guidelines for additional information regarding the use of fire rings at your seasonal campsite.
- 41. <u>SWIMMING POOL</u>: Lighthouse Beach RV Resort pool use is restricted to Licensees' who have been issued resident pool passes. Passes and regulations are available at the resort office. In no case may Licensees erect a pool on their site. Resident pool passes and daily pool passes will only be given to or sold to a registered Licensee/signer on the license agreement. Proper swimming attire (bathing suits) is required at the pool. The use of jeans shorts or cutoff jeans is NOT PERMITTED. No children under the age of 16 are permitted in the spa. Additional rules and regulations are posted at the pool area.
- **42. 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.

43. COMPLAINTS UNDER COMMUNITY RULES AND REGULATIONS:

- Any resident who has a complaint about another resident in violation of these Rules and Regulations <u>must make their complaint in writing</u> to <u>Licensor and said complaint <u>must be signed and dated</u> by the complaining party. Licensee's who make a complaint must be willing to testify in court regarding the complaint if legal action is taken.
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- 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 witness a criminal act being committed in the community, please call 911 to call the police and then call our management office. After 4 pm, please contact Security.

- 44. TRANSFER OF RV: The right to occupy an RV on a Seasonal 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 to transfer of the RV must be shown, such as 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.
- **45. 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 \$50.00 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 \$35 per person. Any applicant with a felony conviction within the previous 7 years of their application will be denied residency in the Lighthouse Beach Resort Community. <u>Annual criminal background checks may be pulled, at the discretion of Licensor.</u> (If an 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 resales and transfers) by the Licensor will determine whether the RV is qualified to remain in the community based on the condition of the unit.
- 46. <u>SALE OF RV: LICENSEE MUST NOTIFY LICENSOR OF SALE:</u> Failure on the part of the Licensee to notify the Licensor in writing of the 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 a denial of the sale of the RV. An inspection of the RV site is required prior to completing the sale and transfer of your RV to any new buyer. Please contact the office to schedule this site inspection. Any items found to be in violation during the inspection must be corrected prior to the transfer of the RV to a new buyer.

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 the sale in order to provide adequate 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 Lighthouse Beach RV Resort website. The Licensee may sell their RV personally or through an outside agency only after notifying Licensor in writing. RVs listed for sale via an outside agency or owner will be inspected by Licensor for compliance with these guidelines. Violations shall be corrected before the RV is sold or transferred. All "for sale" signs must be placed on the window of the RV. Licensee may not place a sign on the RV site or driveway.

- **47. TRANSFER FEE:** A non-refundable transfer fee of \$200.00 is required prior to the transfer of the License Agreement. This \$200.00 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 Lighthouse Beach RV Resort office must be given three (3) weeks' notice, in writing, that the Licensee is selling the RV. The License Agreement is not transferable.
- 48. 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 current License Agreement term does not release the Licensee from any financial obligations, responsibilities or liabilities contained in the License Agreement. All site fee payments still due and payable, as well as other applicable charges due to Lighthouse Beach Resort for your current license period, shall be paid in full prior to the removal of the RV.

 RENEWAL PERIOD: Licensee is required to give 30 days written notice of their intention to non-renew their license agreement during the renewal period. In the event the RV is removed, 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 RV site. RV sites shall be left completely cleared. Any property left on the RV site shall become the property of Lighthouse Beach Resort. 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. Lighthouse Beach Resort assumes no responsibility in the event that a retailer, financial institute or other secured party removes the Licensee's RV from the community. Lighthouse Beach RV Resort may at its discretion use the vacated site for transient use as needed. Only when a NEW resident takes over the site and assumes the current license agreement will the original Licensee be released from obligation for the site.
- 49. **VARIATIONS:** Any variations from these guidelines must be communicated to Licensor and/or Licensor's representative for approval.
- 50. NOTICES: Amendments to these Rules and Regulations Licensor reserves the right to amend or supplement these Rules and Regulations and to adopt and promulgate additional Rules and Regulations, as applicable, to the Lighthouse Beach RV Resort community. Licensee agrees to comply with all amended Rules and Regulations upon proper notification from Licensor. A notification of amendments or changes will be posted, (30) thirty days prior, in Licensor's office at 26162 Bay Blvd, Millsboro DE 19966.
- **51. RV PLACEMENT:** In an effort to maintain a consistent appearance in the resort, placement of RV's on seasonal sites shall be in keeping with the existing units on the street. Units should be backed in vertically 5' from existing electric meter. The only exception to this will be for the sites located on corner lots where placement will have to be dependent on electric meter and sewer hookup, which may require horizontal placement.

52. ENFORCEABILITY OF COMMUNITY RULES & REGULATIONS: — Licensor may send a 10-day demand for the enforcement of any rule or regulation specified in this License Agreement unless the License Agreement specifies a different time period of compliance for a particular rule or regulation. If the Licensee fails to correct the violation within the required period, i.e. 10 days, then Licensor may send a termination notice requiring the Licensor to vacate the Site within 15 days. If any of the current season is left remaining, Licensee will be provided a pro-rated return based on the current seasonal rate divided by 214 days for any days left in the current season. 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. The Rules and Regulations are enforceable against the Licensee, Licensee's family, guests, or invitees.