

Tall Pines Campground Seasonal & Year-Round Site Guidelines for Campground Living

*These Rules & Regulations Apply to Your Seasonal or Year-Round Residence,
Each of the Rules & Regulations is intended to make and keep Tall Pines Campground
a safe and happy place for you, your family & guests to enjoy.
Thank you for your cooperation.*

TALL PINES MANAGEMENT AND MID-ATLANTIC SHORE PROPERTIES, INC

The following rules and regulations are in place and 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 to these Rules & Regulation are respectfully requested. The Rules & Regulations are always enforceable with respect to all the licensees and visitors to the park. 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 can 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 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. **A copy of the title for the RV is required to be on file in the campground management office resident file.**
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 are convicted of a felony while residing in the Tall Pines community, 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 the 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 \$595.00 Winter Occupancy violation fine, which must be paid or gate cards will be deactivated. **Licenses agree this is a seasonal site only and licensee will not reside on the seasonal site between November 1st and March 31st (OFF SEASON) or their License Agreement will be terminated.**
5. **INSURANCE** – The Licensee will at all times after 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 damage 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 coverages 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.** 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 people as signers of a License Agreement. You must be 21 years of age to be a signer on a License Agreement. No Renting or Sub-leasing – One of the Licensee's (a signer on the license agreement) must be in attendance when you have relative 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, 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, their children, relatives and friends **when the Licensee is present.** **Background checks are required for all persons 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 18 years and over, staying more than 7 days at a seasonal or year-round site, not listed on the original application for residency will be considered a resident and be required to have a background check (\$35 fee) performed for the resident file. Only Licensee, registered occupants and guests may occupy and utilize the campsite. The campsite is for recreational residential use only. **Commercial activities or sub-leasing are not permitted at the RV campsite.**

7. LICENSE AGREEMENT TRANSFER: There will be a non-refundable \$200.00 transfer fee paid to Tall Pines Campground for any RV being sold to remain in the park. **There can be a maximum of (4) four people as signers on a License Agreement.** This \$200.00 fee also applies to current residents transferring from one site to another and new residents taking over the site. This transfer fee is for administration costs to transfer the site. **The Tall Pines management must be given two (2) 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 5 days 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 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 electricity. The Licensee is required to put electric in Licensee's own name **before** signing this License Agreement. Contact Delaware Coop 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, an inspection may be required prior to your electric service being turned on.** You will need your site number which is 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 in a clean and sanitary condition, free of mold & mildew and the site free of trash. 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. The Licensor reserves the right to enter onto all campsites to perform necessary care and maintenance of grounds if Licensee fails to do so. Licensee hereby agrees to reimburse Licensor for the cost of said care and maintenance. Should Licensor be required to perform said care and maintenance Licensee will be charged **\$100.00 per hour for 2 Staff members** and any and all necessary charges required to bring site up to Tall Pines Community standards. **Note: The use of tarps to cover your RV as a temporary cover for a roof leak during season is limited to a period of 10 days to allow for the repair. Please let the office know immediately if a tarp will be required.**

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 2 Privacy Panels per site; Only one **wooden** shed that cannot exceed sixty-four (64) square feet (RV Sites); Rubbermaid Sheds and storage units are not permitted on the campsites. Only one Shelter Logic unit is allowed per site. Shelter Logic Carports cannot have sides or panels added to them. They are to be used to cover cars, golf carts and small boats. The size carport allowed will depend on the site size. They are not to be used for storage. 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. The County Code does **not** allow for the construction of permanent additions. Only removable approved RV PRE FABRICATED aluminum screen rooms are allowed. A photo of the prefabricated screen room is required to be attached to the Home Improvement form. **SCREEN ROOMS MAY NOT BE CONSTRUCTED WITH WOOD.** Water features, ponds, fountains, swimming pools or hot tubs are not allowed on sites. The use of a screened portable Gazebo used for outdoor socializing or dining purposes is permitted and limited to one per site. No tents are allowed on RV sites.

Please obtain information about allowable structures from the Tall Pines Campground office. After submitting a drawing of proposed site changes and obtaining written approval from the Tall Pines office, Licensee may be required to obtain a permit at the Sussex County Planning & Zoning located at Two the Circle, in Georgetown, DE, depending on the site change. Licensor has the right to require the Licensee to remove all unauthorized structures and improvements. Please be advised that items such as metal sheds, wooden screen rooms or similar structures are not grandfathered to the new owner and would need to be removed prior to a new license agreement being signed by the new residents. All construction must be completed within 30 days from the start of construction. Please be advised that any structures and/or site improvements constructed without management approval and 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 to keep the RV site in a neat and orderly condition. The RV site should be maintained on a regular basis to keep it free of any debris/clutter. Spring maintenance of the site should be completed by May 20th of the new camping season. Spring maintenance would include raking of leaves and pine needles as needed as well as pressure washing if needed of the RV and/or portable screen room and shed. RV's 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 neatly stacked on your RV site. In the event you have a pet, the site should be kept free of pet waste. Should Licensors be required to perform said care and maintenance Licensee will be charged \$100.00 per hour for 2 Staff Members and any and all necessary charges required to bring site up to Tall Pines Community standards.

TARPS OVER RV'S, PORCHES OR SHEDS DURING THE CAMPING SEASON ARE ONLY PERMITTED FOR A PERIOD OF NO MORE THAN 10 DAYS, FOR REPAIR ISSUES ONLY.

12. 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. Generally, the lot lines are from electric box to electric box for the majority of the lots in Tall Pines, although this is not the case for all lots. If you have a question about the lot lines for your site, please call the office to have the lot lines marked. Please allow 7 days for the lines to be marked.

13. 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. All hydrants need to be insulated and include the use of heat tape to prevent it from freezing during the winter. Licensee shall use reasonable care when using said utilities. Licensee is responsible for any damage to utilities due to neglect. 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 on November 15th, unless due to freezing weather conditions it needs to be turned off sooner. Licensee holds Licensors Harmless for any losses incurred by turning off utilities. Licensee is responsible for the burial, repair and maintenance of cable lines. Tall Pines is responsible for electric lines between the electric meter and the electric service box on the RV site.

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

15. 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 except at the discretion of Tall Pines / Mid Atlantic Shore Properties owners and management, 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 Licensors. Licensee shall give licensors 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 a licensed and insured tree Removal Company must do the work. REMOVAL OF DEAD OR SEVERLEY DAMAGED TREES AS A RESULT OF LICENSEE'S NEGLIGENCE, OR AS A RESULT OF DAMAGE CAUSED BY LICENSEE'S ACTIONS OR PROPERTY, such as fire, decks sheds or RV. The cost of removal of dead or damaged trees will be the responsibility of the Licensee. Nailing items to the tree damages the health of the trees.** Nailing of any items is not permitted on the trees throughout the community. This includes signs, satellite dishes, lights, flags, hose holders etc. Do not wrap light cords, clotheslines or hammocks around a tree, even temporarily, as it will girdle and damage the tree.

16. LIGHTS: Lights around your campsite must not be any closer than 5 feet of your neighbor's RV. If lights are bright and impede your neighbor's ability to sleep, lights must be turned off by the start of quiet time, at 11:00 pm. Lights may not be nailed to a tree under any circumstance. Licensors may impose a wattage limit on lights at your campsite.

17. YARD WASTE/TRASH: The Yard Waste area will be open every day from 8am to 3pm. This area is for leaves, pine needles, twigs and branches ONLY. There are signs in the Yard Waste Area indicating where to place these items. You do not have to place leaves and/or pine needles in bags. If you are bagging the leaves/pine needles, you must use brown paper leaf bags. No plastic bags can be placed in the Yard Waste Area. We will no longer be picking up yard waste. All yard waste must be brought to the Yard Waste Area.

Please do not place leaves, pine needles, etc. on Tall Pines Common Areas. Twigs and small branches may be burned in your firepit, but it is against Delaware Law to burn leaves and pine needles. Campground Residents are required to abide by any Burning Ban Regulations put in place by the State of Delaware/DNREC. Copies of the Citizens Guide to open burning and burning ban restrictions are available at the office. Appliances and other trash are not permitted to be placed in the Yard Waste Area. **TIRES ARE PROHIBITED TO BE DISPOSED OF IN THE CAMPGROUND.** If you have metal items such as appliances, grills, etc. you may take them to the dumpster to the right of the Maintenance Building. This is a special dumpster just for metal items. If you can't place the item into the metal dumpster, please leave it by the metal dumpster and we will take care of it. Do not place these items in the Trash Dumpsters in front of the Maintenance Building.

18. TRASH: ONLY HOUSEHOLD Trash may 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. A \$100.00 Fine will be assessed for any NON-HOUSEHOLD TRASH ITEMS placed in the dumpsters. Removal of bulk trash is the responsibility of the Licensee and cannot be stored on the lot. No trash from outside of Tall Pines can be placed in the dumpsters. **TIRES ARE PROHIBITED TO BE DISPOSED OF IN THE CAMPGROUND.** If you have metal items such as appliances, grills, etc. you may take them to the metal only dumpster to the right of the Maintenance Building. **Important Note: DO NOT PUT APPLIANCES (refrigerators, grills, TV's, furniture, etc.), construction materials, items with nails or latex paint in dumpsters in the front of the Maintenance Building. There is a Transfer station in Harbeson where you can take your Yard Waste or Bulk items.** <https://dswa.com/facility/rt-5/> Maps are available at the office.

19. CAMPFIRES AND BURNING- Campfires must be constantly maintained by an adult. NO BONFIRES AT ANY TIME. Only small cookfires 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. 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 the fire ring. PER DELAWARE FIRE CODES, BURNING OF TRASH, LEAVES AND PINES NEEDLES IN YOUR CAMPFIRE IS NOT PERMITTED.** During particularly dry seasons, the state may issue a burning ban, at which time NO FIRES of any kind are allowed.

20. AUTOMOBILES AND OTHER VEHICLES PARKING: No parking on common ground and/or grass areas. Licensee understands Licensee and/or guests cannot park on other sites and/or on Tall Pines Common Ground even with permission of the other site. Parking is to be only on your site. Vehicles (other than the registered RV) stored at the site after season must be registered at the management office. Tall Pines is not responsible for damage to any stored vehicle at the RV site. Vehicles in disrepair and/or unlicensed vehicles may not be stored on the Tall Pines premises.

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 community shall have a State driver's license. Any vehicle which is not properly licensed or in the condition required under the laws of the Division of Motor Vehicles of the State of Delaware, cannot be operated within the community. **The speed limit is ten (10) miles per hour as posted when driving in and around the community.** All traffic signs shall be obeyed.
- **Vehicles with inadequate or malfunctioning muffler systems will not be permitted in the community.**
- Vehicles are not permitted to be parked alongside streets, on a vacant RV site, or on Tall Pines Common Ground. If the driveway permits more than (2) vehicles without parking in the grass, blocking traffic, and/or parking on the roadway they will be allowed.
- Parking and Repair - Tractor-trailer trucks, school buses, RVs (not permanently on site) are not permitted to be parked in the community at any time. 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 currently licensed or operable, vehicles shall be removed from the Tall Pines community. No repairs or overhauling of cars/vehicles is permitted at the RV site or in the community. Licensor reserves the right to remove vehicles parked in violation of these Guidelines and further reserves the right to remove inoperable vehicles or vehicles without current license plate registration. The Licensee shall pay all expenses incurred in the removal of said vehicle.

22. MOTORCYCLES/ GOLF-CARTS/ MOTORIZED CONVEYANCES

- **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. The motorcycle is for transportation to and from the property and for the safety of our residents; are not permitted be used to joyride around the community. Repairs on a motorcycle at the RV site are not permitted. Motorcycles must be quiet in operation throughout the campground and required to enter the gate the same as all vehicles. Any resident or their 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.
- **ELECTRIC GOLF CARTS ONLY – NO GAS GOLF CARTS PERMITTED:** Electric Golf Carts must be registered with the Tall Pines office. Golf carts may be operated after dusk only if they have adequate working headlights permanently mounted on golf carts. **Drivers of golf carts must be (16) Sixteen years of age or older and have a valid driver's license. Driver's license is to be on driver and shown on request. All (16) Sixteen-year-olds must register with the office before they are allowed to drive a Golf Cart in the campground. They will need to provide us with a valid driver's license. Contact the Office for more information. Children are not allowed to drive a golf cart with an adult seated next to them. ALL Golf Carts must be insured through your site insurance and registered with the office. A Golf Cart Permit will be issued by the office and a sticker must be affixed to the Golf cart at all times.** There may not be more people on the Golf Cart than seating allows for (if seating allows 4 people, only 4 people may ride at a time), and all passengers must be seated when being operated. Golf carts must be operated in a safe and attentive manner. Any violations of the above will cause Licensor to take corrective action. Violations: Serious violations of the Golf Cart rules can lead to the cancellation of the golf cart privileges and possible termination of License Agreement.
- **MOTORBIKES** – The operation of motorbikes, motor scooters, mini-bikes, dirt bikes, trail bikes, 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.

- **BICYCLES:** Are welcome but **MUST** have reflective tape and lights for night use. **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.

23. **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.

24. **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. **The misbehavior of children in the park will not be tolerated. There is a 10:00 P.M. curfew for anyone under the age of eighteen (18). A parent must accompany anyone under the age of 18 years after 10:00 P.M. while on Tall Pines Campground property. Tall Pines Management will strictly enforce this rule.** Residents and children are required to identify themselves by name and RV site when asked by a Tall Pines Management office agent or the Tall Pines Safety Patrol Staff. Quiet time is 11:00 pm to 9:00 am.

25. **CONDUCT:** Licensees will be responsible for the conduct of and for any damage caused by themselves, their children, occupants, guests, or pets. Any violation of these Rules and Regulations by any of the above, has the same effect as a violation by the Licensee. The disregard of any order or directive of a Tall Pines Safety Patrol personnel or Tall Pines Management staff member 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 the immediate termination of the License Agreement. From time to time, Licensor may have reasons to ban an individual from the Community. Licensor reserves the right to ban anyone from entering the Tall Pines Campground/Community. If an individual is banned, Licensee, Licensee's family and/or guests will not invite any person who has been banned or evicted from Tall Pines Campground to visit their rental property or anywhere within the rental community. A violation of a ban notice is a violation of the lease.

26. **SECURITY ENTRANCE GATE & GATE CARDS:** Each site will be issued ONE gate card PER SIGNER on the License Agreement to a maximum of (4) per agreement. Gate Cards require a \$10.00 fee per gate card. These gate cards are the responsibility of the lessee.

- Replacement security gate cards will require a \$25.00 fee 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 new security gate cards can be issued and lost gate card can be cancelled.
- 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 cards to the Tall Pines office before the new License Agreement will be issued to the new resident. Gate Cards are not to be given to prospective residents before they have been approved and the new License Agreement is signed.
- **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 current.**
- **There will be a charge for any damage done to the gate while entering the gate without the use of a gate card, code or access from the office.** Only one vehicle can pass through the gate at a time. Running the gate or trying to enter without the proper access is a violation. If the gate pole is damaged by your vehicle entering without proper access, you will be charged a fee to repair or replace the equipment.

27. **GUESTS** - Any guest that stays onsite for more than 7 days must be registered with the office and a background check is required for anyone 18 years of age or older. Licensee is responsible for the actions of their guests. Tall Pines Management reserves the right to ask guests to leave immediately if they are causing problems with other residents or not obeying these rules. Failure of the Licensee to remove their guests at our request may be subject to immediate termination of their license agreement.

28. **CURFEW:** There is a 10 P.M. curfew for any child under the age of 18. A parent must accompany children under the age of 18 years after 10 P.M. Tall Pines Management strictly enforces this curfew. Residents and guests, including children, are required to identify themselves by name and RV site when asked by a Tall Pines Management office agent or the Tall Pines Safety Patrol Staff. Anyone failing to comply will be considered to be trespassing and dealt with accordingly.

29. **PLAYGROUND/POOL/MINI-GOLF/RECREATIONAL AND PAVILION AREAS:** The playground/pool/mini-golf/ recreational areas will be open from dawn to dusk unless noted otherwise. Anyone using these areas from dusk to dawn will be in violation of their License Agreement. No loitering is permitted in the Playground/Recreation/Mini-Golf / Pool/Pavilion area after dusk. Pets are not permitted in the playground/ mini-golf /recreational/swimming pool or Pavilion areas.

30. **ALCOHOLIC BEVERAGES:** Tall Pines Resort Community & Campground does not allow alcohol to be consumed at the pool, playground or pavilion area unless as part of a planned activity. Use of alcohol should be limited to your RV campground site. **Public Intoxication will not be tolerated.** The resident is responsible for proper storage of 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. Outdoor refrigerators are only permitted inside of screen rooms or sheds and be kept locked at all times.

31. **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 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. **Quiet time is in effect from 11:00 pm to 9:00 am.**

32. **FIREWORKS:** Fireworks are **positively not permitted** on Tall Pines Campground Property. Even though Delaware allows for the use of certain types of Fireworks, all FIREWORKS of any kind are prohibited within the community. 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.

33. **VANDALISM AND CRIMINAL CONDUCT:** Any License Agreement may be terminated if the Licensee, any person from the household or guest 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.

34. **SOLICITING:** Door to door soliciting for any reason is not permitted in Tall Pines.

35. **PETS: Breed Restrictions: Pit Bulls, Pit Bull Mix Breeds, Dobermans, Rottweiler's, Staffordshire Terriers and Chows are not permitted as pets in Tall Pines. TALL PINES RESERVES THE RIGHT TO ADD ADDITIONAL BREEDS TO THIS LIST.**

OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR PETS. PETS THAT CAUSE DAMAGE TO PRIVATE OR PUBLIC PROPERTY OR ATTACK OTHER PETS OR PEOPLE WILL BE IMMEDIATELY REMOVED. THE OWNER IS FINANCIALLY RESPONSIBLE FOR ANY DAMAGE OR MEDICAL BILLS AS A RESULT OF THEIR PET'S ACTIONS.

- Pets must be confined inside the RV unless outside with a resident and must be kept on a 6ft leash. **Extension Leashes are not permitted. No pets will be permitted to be tied outside or kept outside in a doghouse or fenced-in pen or pet cages.** 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.
- The number of pets for each Seasonal and/or Year-Round RV Site will not exceed more than **two (2), unless approved by management.** 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.
- **The only pets that are permitted are dogs, 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, Pit Bull Mix Breeds, Dobermans, Rottweiler's, Staffordshire Terriers and Chows are not permitted as pets in Tall Pines.** If any Licensee already has a restricted breed mentioned above that has been registered prior to 2009 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 includes the Playground, Swimming Pool, Tent, Cabin, Pavilion and Volleyball and Horseshoe areas. Owners must always clean up after their pets. 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. Curbing pets is not permitted on common areas or the sites of other residents.
- 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.
- You are required to register your pet at the Tall Pines office. This will include a certificate of license, proof of current rabies and distemper shots and a picture of your pet. All pets must be registered in the Tall Pines Campground Office.
- Should any pet become a nuisance, immediate removal of the pet 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 person's pet or damages public or private property will be removed from the Tall Pines property immediately and will not be allowed back in the community.
- Residents 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. There are several Pet Waste Stations throughout the Campground.
- Children under 13 are not permitted to walk a dog unattended. Children over 13 must be in control of the dog and pick up after the dog.

36. **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 the ground. Before setting the pole, you should check with the Tall Pines office for clearance 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. The Laundry Room located next to the camp store is available for use during the hours of 8:00 am to 6:00 pm every day in season. Washers and dryers cannot accommodate bulky items (comforters, rugs etc.).

37. **COMMUNITY FACILITIES:** All common areas such as the recreation area, activity pavilion, mini-golf, swimming pool, bathhouses and laundry room are for the use of the Licensee and the Licensee's guests. Licensee shall keep the common areas and facilities in a clean and sanitary condition and exercise reasonable care in their proper use and operation. The activity pavilion is for use during Tall Pines planned activities only.

38. **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.

39. **BOATS-Storage** – One (1) Boat or watercraft may be stored or parked on the Licensee's RV site (in the area that provides the 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. Any boat and boat trailer kept on the RV site must have a current license / registration and kept in running condition. Repair work on the boat and or motor is not permitted. Washing of boats and jet-skis as well as flushing engines is not permitted in Tall Pines.

40. **PICNIC TABLES:** Licensees will supply their own picnic table. Picnic tables are not to be removed from any of our RV, Tent or Cabin overnight sites.

41. **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. Resident pool passes and daily pool passes will only be given to or sold to a registered Licensee/signer on the license agreement. Pool passes are required to enter the pool area. Private pools are not permitted to be erected on any of the RV sites. Proper swimming attire (bathing suits) is required at the pool. The Pool Attendant is in charge of enforcing pool rules and may expel anyone not following the rules.

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

43. **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. The complaint must be signed and dated by the complaining party. **All complaints are kept strictly confidential** unless legal action is taken. At that time, Licensee's who make a complaint must be willing to testify in court.
- Licensee also agrees to communicate with Licensor, within (7) Seven days of request, in reference to any questions raised by Licensor regarding the Rules & Regulations and the Licensee's compliance or non-compliance.
- 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 Safety Patrol Staff at 302-236-6607.**

44. **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.
- 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 – 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 on all or any of the following: poor credit history, unacceptable background report, false and/or misleading statements. **Anyone occupying an 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 an 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 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 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.
- Any past due balance must be brought up to date before the transfer can take place.

46. SALE OR REPLACING OF RV: LICENSEE MUST NOTIFY LICENSOR OF SALE OR IF REPLACING THE CURRENT RV:

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 Site, shall be grounds for denial of sale of RV. An inspection of the RV site is required prior to completing the sale and transfer of your RV to any new buyer or prior to replacing your current RV. Please contact the office to schedule this site inspection by submitting an Intent to Sell form. Any items found to be in violation during the inspection must be corrected prior to the transfer of the RV to a new buyer or to bringing in a new RV. Please be advised that items such as metal sheds, wooden screen rooms or wood structures are not grandfathered to the new owner and would need to be removed prior to a new license agreement being signed for the new residents or new RV being brought on to the site. Any permanent add on structures such wood construction additions and or screen rooms, must be removed and only replaced with non-permanent structures as directed by Sussex County Building Codes for Tall Pines Campground. The site must be in compliance with the Tall Pines Resort Campground Seasonal & Year-Round RV Site Guidelines for Campground Living before the transfer or replacement of the RV takes place.

If Licensee decides to sell their RV; they shall register their intentions with Licensor **at least two weeks prior** to sale. 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 For Sale tab on the Tall Pines website. The Licensee may sell RV personally or through an outside agency only after notifying Licensor in writing. All RV's listed for sale must submit an Intent to Sell Form. Tall Pines management will do an exterior inspection to assure the site/RV is in compliance with the rules and regulations. 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. **A valid title in the name of the current Lessee is required to complete the sale of the RV.**

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 or personal check.

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 Tall Pines 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 site shall be left 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 a retailer, financial institute or other secured party removes the Licensee's RV from the community. Tall Pines 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. ADDRESS POSTED - The 911 Address and Lot # must be posted in clear view on your Site. It is a requirement of Sussex County, DE that all sites/homes in the campground have their 911 number and street posted. In the event of an emergency this is the number used by fire, police, ambulance, paramedics. Your Lot # is used by the maintenance staff, office and usually pizza and Doordash, etc deliveries.

50. 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.

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

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 the 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 returned of the seasonal rate based on the daily 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 the Licensor shall be final. The Rules and Regulations are enforceable against the Licensee, Licensee's family, guests or invitees.