

# Lake Chemung

## Outdoor Resort Inc.

### Rules and Regulations

**Mission Statement:**

Lake Chemung Outdoor Resort Inc. is maintained and operated as a Michigan Non-profit Recreational Vehicle Campground to provide a peaceful, family-oriented, non-permanent residence facility for the membership.

*Reviewed/Revised:*

*2007, 2009, 2011, 2012, 2013, 2014, 2016 (February) 2017(September) 2017(December) 2017(April) 2018(December) 2018May 2019, June 2019, September 2019*

Welcome to Lake Chemung Outdoor Resort, Inc. On behalf of the Association, may we extend our most cordial welcome and our sincere wishes for a quality recreational experience. We are committed to providing the optimum combination of recreation and services in a clean, safe and secure environment.

The information contained in these Rules and Regulations are subject to change. It is the responsibility of the Member to be aware of any updates and/or rule changes that may occur. As revisions are made, they will be posted on our website at [www.lcori.com](http://www.lcori.com) , emailed to the Members and be available in the store.

These Rules and Regulations are based on the By-laws and all individuals entering the Park shall abide by these rules. All Members, Renters and Guests shall be familiar with these Rules and Regulations as well as all Members being familiar with the By-Laws. Any violation of the By-laws or Rules and Regulations by an Associate or Guest of a Member shall be deemed to be a violation by the Member and subject to a citation and/or fine. Fines and fees will be reviewed annually, and updates posted.

The Rules and Regulation are provided to assure all members the right to enjoy their membership, and to provide a secure campground for all Members, Associates and Guests.

All of us must understand that to accomplish this, rules and procedures must be enforced. Members must be responsible for the actions of their children, Associates and their Guests. Individuals who violate the rules may have their membership privileges suspended or terminated. This is also intended to make clear the rules and procedures members are to follow. Regardless of what a Board member or staff person may tell a member, every member will be held responsible for following the rules.

**Lake Chemung Outdoor Resort, Inc. (LCORI)**

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Note: The terms *shall*, *will* and *should* are considered binding and mandatory whenever used in this document.

**1. Definitions** - Unless otherwise defined below, all words within these Rules and Regulations shall have their plain meaning.

Association- The LCORI Board, and all individuals hired, appointed by or elected to represent the Board or LCORI, including, but not limited to chairpersons, board members, contractors or employees.

Board – The individuals elected by Members to manage the affairs of LCORI and the Association as a whole.

Greenbelt - Areas within the Park which are not utilized as a Site, roadway or other Park facility, whose purpose is to improve visual and auditory aesthetics. Greenbelt shall not be used for any activity normally found on a playground type area (volleyball, badminton, horseshoes, etc.).

Guest – An individual who enters the Park at the invitation of a Member with no payment made by the individual for such entrance. If applicable, Guest includes Associate Members who are not accompanied by a Member.

LCORI – Lake Chemung Outdoor Recreation, Inc.

Long Term Users – Individuals, whether Renters or Guests, who spend 75% or more of any thirty (30) day period within the Park.

Member – An individual who is assigned a Site within the Park and whose name is listed on the membership certificate. Member does NOT include Associate Members, as defined in the LCORI Bylaws.

Membership – The interest of a Member in and to the rights, privileges and obligations of LCORI.

Park – The entirety of the LCORI property.

RV – a vehicle that has its own motive power or is towed by a motor vehicle and is primarily designed to provide temporary living quarters for recreational, camping, travel, or seasonal use, which also complies with all applicable federal vehicle regulations; and does not require a special highway movement permit under section 719a of the Michigan Code to be operated or towed on a street or highway. The term includes, but is not limited to, a motor home, travel trailer, park model trailer that does not require a special highway movement permit under section 719a of the Michigan Code, or pickup camper, as each are defined in Chapter 257 of the Michigan Code.

Renter – An individual who, in exchange for payment, whether monetary or in-kind, is given permission by a Member to reside within the Park. If applicable, Renter includes Associate Members

Self-Propelled Vehicles – a vehicle which is, either fully or partially, propelled by its own engine, motor or the like, rather than being pushed by a person, animal or other vehicle

Site – The individual space in which a Member is permitted to place a Unit and the possessions of themselves, their Renters and their Guest. Members are permitted to access the right side of their Unit to address maintenance issues.

Site Improvements – Modifications made to a Site from its natural state.

Unit – The self-contained area in which individuals reside while located in the Park.

## 2. Non-Permanent Residency Agreement

- a. Members and Renters understand that LCORI is a recreational vehicle facility and its use is NOT as a permanent residence.
- b. Members further understand that, subject to a change in policy necessitated by a change in laws or regulations, no individual, whether a Member, Guest or Renter, may reside at the Park for more than 80% of any 200-day period. Should an individual violate this limit, that individual must vacate the Park for a minimum of thirty (30) consecutive days. Members and Guests must notify the office in writing when they are vacating during this 30 day period. Moving to another Site is not permitted during this 30-day vacate period. Member(s) may come into LCORI once a week, between the hours of 8:00 am. and 8:00 p.m. to check their Site or tend to their lawns, plantings, boat, etc. but shall NOT stay the night.

## 3. Guest and Renter Restriction:

- a. No person convicted of a felony and/or required to register under the Michigan Sex Offender Registration Act ("SORA"), or any similar statute of any governmental agency, as amended, may enter the Park as a Guest or Renter. If any individual meeting these criteria is a current Guest or Renter as of October 1, 2019, the individual must vacate the Park by no later than October 15, 2019. Should the Association become aware of a violation of this provision, they shall give written notice to the Member that such violation must be corrected within three (3) days. Should Member fail to correct such a violation, the Association may initiate legal proceedings to remove the individual from the Park, with all costs associated with such removal to be reimbursed by the Member.

At its sole discretion, the Board reserves the right to waive these restrictions as to certain felonies involving non-violent crimes, and/or impose other reasonable accommodations to provide for the safety of the Members, Tenants and Guests.

- b. Unaccompanied Guest Policy: If a Member authorizes use of a Site without Member present and at no charge to a Guest(s), Member must file the Guest Form with the Association. Failure by a Member to submit a properly completed Guest Form may result in a fine and the removal of the Guests from the Site. Guests who will be using a Site for thirty (30) or more days over any 180- day period, whether these days are consecutive or non-consecutive, must also submit an Application for Seasonal Residency, an Authorization for Release of Records, and pay a nonrefundable fee.
- c. Children under 18 years of age shall not occupy a Site for an extended period of time or overnight without at least one parent or guardian *over 18 years of age* present.
- d. For the purpose of assuming responsibility for the actions of minors, a person must be 18 years old unless otherwise stated by the Association.

## 4. Pets, Restrictions and Service Animals

- a. Pet owners are responsible for the safety, behavior, noise, and the immediate clean up after their pets.
- b. Pitbull breeds and dogs that exhibit an aggressive manner are not allowed in the Park.
- c. Leashes must always be used when pets are outside.
- d. Pets must not be left outside unattended by their owners at any time.

- e. Dogs are restricted from the beach area, including the swimming area starting from the boat mooring on the right and left and the entire Greenbelt area behind the beach and inside the gated pool area.
- f. Shampooing dogs in the lake is not allowed.
- g. No more than two animals per Site are permitted.
- h. An exception to restricted areas for animals is service animals – those trained to do work or perform tasks for people with disabilities. They are working animals – not pets – and are allowed to accompany the individual with a disability in all areas where members of the public are allowed to go. However, if the service animal's behavior poses a direct threat to the health or safety of others, such as displaying aggressive behavior towards other individuals or animals in the Park, that animal will be excluded from facilities. Americans with Disabilities Act (ADA) guidelines for service animals will be followed.

## **5. Noise and Quiet Hours**

- a. Quiet hours in the Park are between 11:00 p.m. and 8:30 a.m.
- b. All guests of Renters must exit the Park no later than 11:00 p.m.
- c. Exceptions to the quiet hours may be allowed by the Park Manager or Board Members for specific events.
- d. Entertainment activities within the Park that may include the amplification of sound, shall be pre-approved by the Association.
- e. Children up to and including the age of *sixteen (16)* must be with their parents or guardian or on their Sites after 11:00 p.m. unless they are attending certain specific events authorized by the Association.

## **6. Trespassing**

- a. Trespassing on or through any Site, whether vacant or not, is prohibited

## **7. Gate Cards and Vehicle Insurance**

- a. Gate Cards: Each Member is responsible for any and all gate cards issued to him or her and shall report the loss of any cards to the Association, so the lost card can be denied access.
- b. Insurance: Every Member, Guest or Renter who owns and operates a Self-Propelled Vehicle in the Park, shall have liability insurance on the Self-Propelled Vehicle. A copy of a Certificate of Insurance or an Insurance Policy, indicating coverage, must be on file with the Association and updated annually upon the renewal date of the policy.
- c. The Association may request proof of insurance on any Self-Propelled Vehicle at any time. Owners, or if the owner is not a Member, the Member connected with the Owner, will be given written notice of non-compliance of the insurance requirements. Failure to provide proof of insurance within ten (10) days of the date of the notice will result in a fine being levied against the Member.
- d. Penalties for operating such a vehicle without complying with the insurance regulations are subject to a fine.

## **8. Riding of Bikes, Skateboards, Roller Blades, etc.**

- a. The park assumes no responsibility for injuries suffered while operating Self-Propelled Vehicles or any other bicycle, skateboard, rollerblades, scooters or other, similar, vehicles.
- b. Riders are responsible for avoiding the speed bumps and rough surfaces on Park roads.
- c. Riders are to walk all non-Self-Propelled Vehicles down any steep inclines.

d. The use of helmets is strongly recommended.

## 9. Regulation for Beach, Pool, Pond and Playground

### a. Card Reader Access to Pool Area

1. The gate card used to get into the Park must be used to access the pool area.
2. Multiple persons from the same membership may enter as a group on one gate card.
3. People who forget their gate card will not be given access by the Association.
4. Anyone opening the pool gate for those without a gate card will be given a citation.

b. Closing of Beach and Pool - The beach and pool may be closed at the Association's discretion.

### c. Children's Apparel in Pool

1. Only swimsuits are allowed in the pool
2. Children in diapers and all those with bladder or bowel control problems are required to wear swim diapers while in the Park pool.

### d. Pool Hours

1. The pool will be closed from 12:00 am (midnight) – 9:00 AM daily or as posted.
2. Adults only from 9:00 pm – 12:00 am (midnight) and 9:00 am – 10:00 am.
3. The pool will be open to all at 9:00 am on weekends and holidays.

### e. Parent Responsibility

1. Parents are responsible for the safety of their children while swimming in the lake or pool.
2. Children 13 years of age and under who are in the pool shall be accompanied by an adult.

### f. Pond Rules

1. No boating, swimming or wading in the pond
2. Fly casting at the pond will only be done from the recreational access area.
3. Members, Renters and Guests may utilize their Site for Catch/Release fishing.

### g. Seawall Guidelines Around the Pond

1. Pond seawalls shall be made of vinyl or steel
2. Site Improvement Request Forms are required
3. All seawalls will be a minimum of 3 feet from the Unit or deck, whichever is closer.
4. The finished landscaping must be done with sod or seed. Erosive conditions are unsatisfactory.
5. The Member is responsible for maintaining the seawall and adjacent area, which includes weed whipping.

### h. Playground Rules

1. The playground closes at 11:00 p.m.
2. The Association is not responsible for injuries.
3. Pets are not allowed in the playground area, except service animals accompanying an individual with disabilities.
4. Glass is not allowed in the playground area.
5. Children 7 and under must be accompanied by an older person who is supervising the child(ren).
6. No bikes or golf carts allowed in the playground area.

## 10. Fires / Campfires

- a. No open fires or burning of trash or leaves will be allowed in the Park.
- b. Campfires are allowed and must be in an Association approved device made of metal or ceramic material.
- c. Campfires must be attended at all times.
- d. Campfires must be *completely* extinguished upon *leaving the area* or retiring.

e. Firewood may not be brought into the Park or stored on Members Site. Firewood may be purchased through the park store.

## 11. Refuse

Dumpsters and Recycle bins are provided at the front of the park by the overflow parking area for your convenience.

- a. All normal household refuse should be placed in plastic bags and set out by the road at 3:00 pm for Renters and between 6:30 pm and 7:00 pm for Members and Guests.
  1. Members or Guests placing trash out before 6:30 pm or after 7:00 pm will be subject to a citation and/or fine
- b. Trash or refuse shall not be left out overnight. Members who leave trash out overnight will be subject to a citation and fine.
- c. Large items, including but not limited to furniture and materials from construction and/or demolition, must be hauled away by the Member, Renter, Guest or contractor and may not be placed in or by the Park dumpsters.
- d. Members are not allowed to start any fires in the Association's burn pit.
- e. Yard waste taken to the Association's burn pit by Members must be placed beside and around the pit – not out in front of the burn

## 12. Vehicle and Traffic Regulations

- a. Park Permit - All Self-Propelled Vehicles are required to have a Park Permit with a site number displayed on the upper or lower left of the vehicle windshield. If no windshield exists, the permit must be displayed in a conspicuous location.
- b. Age, license and / or Certification to Operate Motor Vehicles.
  1. The owner of any Self-Propelled Vehicle is responsible for its safe operation.
  2. The operator of any Self-Propelled Vehicle, must have a valid driver's license. All requirements of the Michigan Secretary of State related to Graduated Drivers Licenses shall apply in the Park. All individuals under the age 18 operating Self-Propelled Vehicles must have a copy of their driver's license on file in the Park Office.
- c. Non-licensed drivers may only operate a "moped" in the Park if the individual has been issued a moped license and the moped is properly licensed by a regulatory authority.
- d. Vehicle Requirements, for Golf Carts, Mopeds, Snowmobiles and Motorcycles include lights, reflectors, numbers.
  1. All Self-Propelled Vehicles and bicycles require a front light and rear reflectors for after-dark operation and must be properly muffled.
  2. All mopeds and golf carts must be properly identified with the Site number of the owner displayed in at least two prominent locations.
  3. To aid in the enforcement of the Rules and Regulations, identification numbers should be at least 3 inches in size.
  4. Snowmobiles, trail bikes, motorcycles, or off-road vehicles, except golf carts and mopeds, are not permitted to be operated within the Park, except for immediate ingress and egress from the Park entrance to the Member's Site and back.
  5. Prior to use of a Golf cart, the Member is responsible to have an inspection done by the guards. Inspection will include checking the lights/reflectors, making sure Site numbers are displayed on the cart and that the current insurance certificate is on file in the office of the Association.
- e. The number of passengers on any Self-Propelled Vehicle is not to exceed the seating available. No sitting on laps except for small children.



## f. Handicap Requirements

1. Vehicles properly designated by an Association-issued special permit for handicap persons may be operated only by or for special permit holders.
2. Vehicles with special handicap-permits may be parked in special designated areas located and posted in normally restricted areas such as the beach, playground, pavilion, lodge, etc.
3. Anyone other than handicap persons using this permit to park in these areas, or parking in these designated areas without a permit, will be fined and/or cause the permit to be forfeited.

## g. Parking of Vehicles, Bicycles and Mopeds

1. Parking of Self-Propelled Vehicles is not allowed on grass, in any Greenbelt area, on streets or other Sites without permission.
  - a. Golf carts may be parked on the Member's grass area only if the Member's paved area is full, and only during the daytime.
  - b. At night, all Self-Propelled Vehicles, trailers and bicycles must be on the paved portion of the Site.
2. Self-Propelled Vehicles are not allowed to protrude into the street or obstruct traffic.
3. Auxiliary mirrors must be removed from Self-Propelled Vehicles when they are disconnected from an RV or trailer.
4. Members may not use the parking spaces in front of the lodge or by the guardhouse for overflow parking. The spaces in the dumpster area should be used for overflow parking.
5. Parking, by Members only, behind the pavilion will be allowed on special designated weekends or when deemed appropriate by the Association, under the following conditions:
  - a. Members must obtain a pass from the Association, which will be good for 24 hours.
  - b. The vehicle must belong to the Member and have a park decal displayed in the window.
  - c. Guests and Renters are NOT allowed to park behind the pavilion at any time.
  - d. Spots for Guests or Renters may be reserved when a Member rents the pavilion
6. Bicycles and Mopeds must be parked in racks where provided except on a Site.
7. Second RV on Site
  - a. Per Article IV, Section 3a of the Bylaws, only one RV is allowed per Site.
  - b. Per Article IV, Section 3f of the Bylaws, the Association may allow an exception to the one RV per Site limit if it is satisfactorily determined the RV is not being used in a manner coincident to an RV. To request an exemption from the Association, the following requirements are applied:
    1. The Member will submit a written request to the Association to temporarily park a second RV on the Site;
    2. If the Member's request is approved, the Association will provide written approval of such request. The permission will allow a Member to park a second small RV on their Site for up to five (5) consecutive days twice a year and for up to two (2) days on an as-requested basis.
    3. The Member will make all requests, in writing, to the Association, with such request including the specific dates for each instance the second RV will be parked on their Site, and receive approval prior to the parking of the second V.
  - c. Non-compliance will result in the levying of a fine as well as termination of any existing approval.
- h. Pedestrians - Pedestrians shall have the right of way on all roads within the Park.

## **13. Storage of Vehicles (Boats, Trailers, Golf Carts and Cars)**

- a. NO storage of automobiles, utility trailers, or boats will be allowed on Sites from June 1 through Labor Day.
- b. Members are responsible for any items stored on their Site.
- c. The Park assumes no responsibility for any items stored or parked on a Member's Site.
- d. Boat and Golf Cart Storage. Members are permitted to store their boats (with or without trailers) and golf carts (with or without trailers) on the paved area of their site during the off-season from Labor Day through June 1.
- e. Trailers for wave runners/jet skis, motorcycles, or similar vehicles, and boats (with or without boats) without an assigned mooring site may be temporarily parked on the paved area of Sites for no more than fourteen (14) total days between June 1 through Labor Day.
- f. Passenger Cars may be stored on a member's site under the following conditions:
  - a. The car is registered with the Park Manager showing proof of ownership and approved for storage by the Park Manager.
  - b. The car must be parked on the paved area of the Site.
  - c. A key for the car must be left with someone other than the Park Manager.
  - d. The Park Manager shall be informed of who has access to the stored vehicle.
  - e. If any known maintenance needs to be performed on the site where the vehicle is stored, arrangements must be made to have the stored vehicle moved.
  - f. If a cover is used on a car, the cover should be specifically manufactured for the car. Homemade products or covers such as blankets, plastic tarps or pieces of cloth are not allowed.

## **14. Maintenance**

### **a. Association Responsibilities**

- 1. The Association shall maintain all Greenbelt Areas.
- 2. When damage to a Member's site is caused by the negligence of the Association, a Member may request the Association assume responsibility for such associated maintenance. The Association will consider such items on a case-by-case basis.
- 3. Damage to Units caused by debris thrown from mowers or weed whackers shall not be considered negligence on the part of the Association, nor shall the Association be responsible for such damage

### **b. Member Responsibilities**

- 1. Each Member shall maintain any Site Improvements installed by the Member.
- 2. Members shall also be responsible for repairing or replacing such Site Improvements if the Association damages or removes such Site Improvements for the good of the Park. This includes damage to Site Improvements caused by digging for access to damaged utilities and/or by tree removal.
- 3. Normal wear and tear or abuse of basic pad or patio shall be the responsibility of the Member.
- 4. Members are required to maintain their Unit and site in a presentable condition.
  - a. This includes weeding of flowerbeds, cleaning up leaves and debris, removing tall weeds, cleaning of exterior of Unit, etc.
  - b. After June 1, of each year, the Association will contact the Member in writing to have the conditions improved, if necessary.
  - c. If there is no compliance to improve conditions, the Association will take action to clean up the Site and/or the Unit and correct or remove the deficiencies. The Member will be billed for the services to the Site and billed hourly to correct any violations. The Association will not be held

responsible for any damage done for correcting deficiencies and/or for the removal of personal property.

- d. Members are responsible for maintaining proper drainage on their Sites to include installing retaining walls and runoff drains which would require a Site Improvement Request Form.

## **15. Lodge and Pavilion Regulations and Reservations**

### **a. Authorized Users and Procedures for Use**

1. The Lodge and Pavilion is to be open strictly for Members and individuals accompanied by Members and member groups, as long as there is no conflict with the Recreation Committee Calendar.
2. A Pavilion/Lodge Reservation Form MUST be utilized when requesting the use of either facility for an event.
3. Minors under 12 will be allowed in the pavilion or lodge only under the supervision of a responsible adult, unless otherwise stated by the Association.
4. The Lodge and Pavilion, their fixtures and equipment, are available for personal use and rental by Members only.
5. Members may not convey this use and rental to any other person without the written permission of the Association.
6. The member must adhere to the following rules:
  - a. A damage deposit will be paid to the Association at the time of reservation is made. The deposit will be returned to the Member within 2 weeks of the event provided the Lodge or Pavilion are left in the same condition as they were at the time of rental.
7. If the property, fixtures or equipment are found to be unclean or in damaged condition, the Member will forfeit that part of the damage deposit needed to ensure the repair or replacement of the damaged physical property or equipment.
  - a. If the cost of the damage exceeds the deposit, the Member will be responsible for the entire cost of the repair or replacement.
8. A non-refundable fee for the use of the Lodge or Pavilion will be paid at the time the reservation is made with the Association.
9. The Lodge and Pavilion are available for use and rental each day from 9:00 a.m. till 11:00 p.m.
10. Access to the Lodge or Pavilion will be available by prior arrangement from the Association.
11. The Lodge or Pavilion will be returned to the original condition upon completion of the rental.
12. A physical inspection of the Lodge or Pavilion will be made prior to the start of the rental, and again at the time the rental has ended.
  - a. Inspection of the physical property and fixed equipment will be made by the Association.
  - b. An appointed member of the Association will inspect all lodge and or pavilion kitchen equipment.

## **16. How to Obtain a Boat Slip**

### **a. Watercraft Mooring Site and Kayak/canoe Storage Assignments**

1. A Member wishing to secure an assigned mooring site for watercraft off shore from the Park must register with the Association and be placed on the Boat Committee's Master Waiting List.
2. A Member wishing an assigned storage location for a kayak/canoe, which includes twelve (12) month storage, must register with the Association and be placed on the

Kayak/canoe List. Only one location will be assigned per membership until the later of all single requests being filled, or May 16th.

3. A completed and signed Boat Committee Communication Form and fee is to be paid at the time of application for a mooring site or kayak/canoe storage location. An applicant's signature signifies agreement to and compliance with the Boat Committee Rules and Regulations. See the Boat Committee Communication Form for the current fees (forms are located behind the entrance door of the Park store).
  4. An individual shall **NOT** attempt to moor a watercraft offshore or store a Kayak/canoe until such time as the Boat Committee Chairperson has assigned the Member a mooring site or storage location.
- b. Number of Boat Sites per Membership**
1. No more than **ONE** watercraft mooring site will be allocated to any one Membership.
  2. There SHALL be only **ONE** watercraft per mooring site or Kayak/canoe storage location.
  3. **Mooring sites and kayak/canoe storage are for Members only.**
  4. Boat title and current registration or proof of ownership **WILL** be presented when a mooring site is assigned and must coincide with the name on the Membership certificate.
  5. It is the boat owner's or kayak/canoe owner's responsibility to notify the Association **in writing** of any changes related to his/her mooring site or storage location (e.g. change of watercraft, watercraft sale, mooring status or removal).

## 17. Miscellaneous

**a. Fireworks, (including sparklers), Firearms, and/or other weapons, and Hunting, or Trapping is prohibited. Violators will be fined.**

**b. Clothes-lines** - are not permitted

**c. First Line of Contact should be the** Park Manager for every Member, Renter or Guest for any problems, complaints, or compliments. The Board should be the second contact.

**d. U.S. Mail in the Park**

1. Members wishing to receive mail at the park must pay an initial fee and recurring annual fee and be assigned a box number from the LCORI Office.

a. The post office only delivers mail to the office of 320 S. Hughes Road. Member's must make sure their box number is included in the address any correspondence is sent to.

b. Only Members may have a mailbox and receive mail at the Park. Renters and Guests may not utilize the mailbox system.

**f. Association Directory** - may not be used for commercial purposes.

**g. Bulletin Boards**

1. The bulletin board located by the mailboxes may be used to post information.

2. The bulletin board located by the miniature golf course is to be used as follows:

a. The front (road) side is reserved for use by the Association for announcements to the membership

b. The back (fence) side is reserved for use by Members to post advertisements, notices, etc.

c. Items must be reasonable in size and dated so items can be removed after a reasonable length of time.

d. Neither side is intended for commercial advertising.

**h. Use of Profane or Vulgar Language**

1. The use of profane and or vulgar language will NOT be tolerated within the Park at any time.

2. Anyone using profane or abusive language shall constitute inappropriate conduct and will be subject to a fine and or appearance before the Board of Directors.

### **i. Notification of Citations**

1. Members refusing a written citation when it is delivered will be subject to a fine.
  2. Any retaliation toward Association staff, Board members, or other committee members or chairpersons who sign a citation will result in the responsible Member's membership being terminated. If the conduct is undertaken by a Guest or Renter, they shall be immediately removed from the Park, and subject to a lifetime ban.
- j. No fishing (the Beach)** from the boats on the right side to boats on the left side. This includes no fishing in the swim area.

## **18. RV Standards**

### **a. Certifications**

1. Units may be placed on Sites when it is demonstrated that the Unit was constructed to meet the requirements of **The American National Standards Institute ANSI A119.2 or A119.5**
2. Seals issued by State Government or National Trade Associations attesting to compliance with A119.2 or A119.5 standards inspection shall serve as evidence of standards compliance.
3. Products without seals will only be considered as being in compliance with these standards upon the presentation of evidence from appointed agencies, firms or professionals licensed by the state government to issue such documentation that is acceptable to the Association.
4. All renovations made to an Unit's electrical, plumbing, heating and cooling system or structure including but not limited to: roofs, walls, floors, windows, etc. are only allowed when it can be demonstrated that the renovations meet the requirements of ANSI A119.2 or A119.5.
5. A Site Improvement Request Form must be completed at least two weeks prior to any renovation.
6. The Park Manager will determine compliance with these standards.

### **b. Placement**

1. A Site Improvement Request Form for Unit placement must be submitted to the Park Manager a minimum of two weeks prior to the Unit's placement.
2. Units shall not be placed on a Site so that the Unit, including (but not limited to) tip-outs, slide-outs, supports, bay windows, antennas, roof overhangs, and down spouts, extend beyond the original paved area (i.e. beyond the left edge if the Site is reversed).
3. Enclosures and decks attached to the Unit shall be non-permanent in construction.
4. Modifications to Unit's presently positioned on a Site must be in accordance with placement rule *b.2.* above.
5. All tires must be on the original paved driveway of the Site
6. A Unit may extend beyond the rear of the original standard paved driveway except as limited by natural or man-made obstruction or by another Site.
7. For safety reasons, Units should be placed with a minimum clearance of 8 feet from another Unit on both sides and rear.
8. Appeal is possible when a violation does not infringe on an adjacent Site and with neighbor's written approval. Appeals should be made in writing, and submitted with a neighbor's signed approval, to the Association at least two weeks prior to placing the Unit on the Site.

## **19. Changes and Modifications to Campsite**

### **a. Site Improvement Request Form**

1. A Site Improvement Request Form, along with a Non-refundable fee must be submitted and approved by the Park Manager or referred to the Association for approval before any Site Improvements may take place.
2. All Site Improvements must conform to the present ecology of the Park and consideration should be given to the size and layout, etc., of individual Sites involved.
3. Members may complete their Site Improvements in phases provided a plan with all Site Improvements, detailing such phases, is submitted.
4. Members will be given one copy of the Site Improvement Request Form to be posted on site during construction until all work is completed. The form will then be returned to the Park Manager.
5. A second copy of the Site Improvement Request Form will be kept in the Association's office as authorization for a contractor to perform work when such work is appropriate.
6. Contractors shall abide by the specifications and conditions approved on the Site Improvement Request Form.

### **b. Duration of Site Improvement Request Form Approval**

1. Association approval of Site Improvement requests will be valid for a period of 60 day
2. Work shall be completed within 60 days of approval.

### **c. Fines for Site Improvement, - Non-Compliance**

1. If Site Improvements go past the 60-day limit without an approved extension, the Member will be fined daily until the work is completed. If the Site Improvement is not completed within thirty (30) days of the sixty (60) day limit the Association may suspend or terminate the Member's membership, effective immediately.
2. Members who fail to submit a Site Improvement Request Form or complete work that does not match their approved Site Improvement Form shall pay a fine and may be required to remove or replace any non-approved Site Improvements into compliance with Association approval.

### **d. Site Improvement Violations and Transfer of Membership Requirements**

1. When a membership is transferred, the Site must be certified by the Association to be in conformance with all Rules and Regulations and in good repair, with all required repairs and items needed to verify compliance to be completed prior to the transfer.
2. Members whose Sites have Site Improvement violations will be notified in writing that any changes to the Site's membership certificate and/or replacement of the Unit will necessitate a correction of the violations. If there is a Site Improvement Request Form in the file that indicates approval of a completed job, that Site Improvement may remain.

**e. Placement of Satellite TV Antennas-** If in a location other than on the roof of a Unit, the placement must be approved by the Association.

### **f. Deck Construction and Dimensions**

1. All construction is to be considered non-permanent in design and purpose.

2. Permanent sub-flooring such as footings and foundations are prohibited.
3. Deck floors will not be higher than the Unit's main door's lower sill.
4. Railing height shall not exceed 36 inches in height
5. Width will be limited to 9 feet. This 9-foot maximum width limitation must include the steps when the deck is on the Greenbelt side of the Unit.
6. Length of back deck must not extend past the edge of the Unit and/or enclosure.
7. Underneath deck storage is permissible only in enclosed lower area.
8. Abandoned decks must be taken down and removed upon abandonment.
9. Removal of decks will be at the Member's expense when a request for removal is made by the Association or any legally authorized governmental agency, body or official.
10. Benches may be incorporated in the deck construction and will be constructed of lumber.
  - a. Benches shall be located only at the rear of the deck.
  - b. Written permission must be obtained from any neighbor whose view is obstructed by the location of the deck bench.
  - c. Benches shall not exceed 36 inches in depth or more than 9 feet in width.
  - d. Seats shall not exceed 20 inches in height and must be at least 14 inches in depth
  - e. Back rests shall not exceed 36 inches in height or be higher than the present deck railing and be constructed in such a manner, so it appears to be the deck's rear railing.
  - f. Rear access doors shall be hinged and separate from the deck and may not be combined with under deck storage.
  - g. Appropriate venting shall be provided as part of the enclosure
  - h. Dimensions in rule will be in accordance with drawings available for members at the time of the site improvement request.
11. Side Deck Landings
  - a. Shall not exceed 3 feet in width and 9 feet in length.
  - b. A landing shall be a step down from the existing deck, and shall be constructed of lumber, stone or similar type materials and have no cover or enclosures.
  - c. Concrete or blacktop landings are not permitted.
12. Front Deck Landings
  - a. Landings will not exceed 3 feet in depth and 9 feet in width.
  - b. A landing is not to be placed in front of the Unit.
  - c. Stairs may exit from all three sides
  - d. Rail height will not exceed 36 inches in height
  - e. Landings shall be constructed of wood, metal or composite building material and will be non-permanent in design and purpose. Concrete or asphalt is not permitted.
  - f. Underneath storage is permitted in the enclosed area under the landing and stairs.
  - g. No roofs, coverings or enclosure are permitted over landings

**g. Minimum Clearance for Structures, Rooms and Decks**

1. For safety reasons, screen rooms, decks or any other structures erected on a Site must be placed with a minimum clearance of 3 feet from any other Unit or structure.

**h. Enclosures**

1. All enclosures must be nonpermanent in construction.
2. Enclosure kick plates or base plates shall not exceed 24 inches in height.

3. Screened enclosures, with or without glass or vinyl windows, may remain in place throughout the year.
4. Enclosures left up during the winter months shall not be covered with any material unless approved in writing by the Association.

i. **Gazebos** - Gazebos and / or canvas add-a-rooms must be removed by November 1 each year and erected no earlier than March 1 of each year.

**j. Storage and Storage Sheds (Permanent Structures)**

1. Permanent storage sheds made of wood or metal are not allowed.
2. Screened rooms and gazebos should not be used as storage structures
3. Storage under Units and approved decks is allowed only when such storage is concealed and / or not unsightly.

**k. Outdoor Storage Cabinets and Storage (Non-Permanent)**

1. A Site Improvement Request Form must be submitted for all storage cabinets.
2. Existing storage cabinets will not be grandfathered
3. Total cabinet dimensions shall not exceed 80 Cubic Feet in size (L x W x H = CF)
4. Cabinets shall be positioned on a deck and back up to an exterior wall of the Unit so as not to obstruct other Unit's views.
5. If no deck exists, storage cabinets shall be positioned up to the back, exterior wall of the Unit and placed on patio or paver blocks or bricks.
6. Cabinets shall be commercially manufactured of heavy-duty outdoor type plastic such as Rubbermaid or Tupperware, etc.
7. Storage of combustible materials such as gasoline, paint thinner, and kerosene is not allowed.
8. Storage under Units and approved decks is allowed only when such storage is concealed and not unsightly.

**l. Free Standing Storage Benches**

1. Benches must be Association-approved, and the location may vary depending on the Site. Only one bench shall be allowed per Site *and* shall be moveable and considered non-permanent in design and purpose.
2. Benches shall be limited to no more than 9 feet in length, 36 inches in depth, with a hinged seat not to exceed 36 inches in height.
3. Storage area access may be from either the top or the rear however the access must be hinged.
4. Benches shall be constructed of lumber or other materials that may be approved and include appropriate venting for safety reasons if required.
5. Dimensions in rule will be in accordance with drawings available for members at time of Site Improvement request.

**m. Driveways, Sidewalks and Patios**

1. Driveways will not exceed 21 feet in width as measured from the right side of the existing driveway (normally the right- hand side of the Site facing the Unit.)



- a. The grade level for all driveways must be limited to the finish grade level of the existing campsite.
2. Sidewalks in the front, side or rear of the Unit will not exceed 3 feet in width and must be constructed of materials that allow water penetration such as brick pavers, patio blocks, wood, etc.
  - a. Grade level for all sidewalks and patios must be defined on the Site Improvement Request Form and is subject to approval by the Association.
  - b. Concrete or asphalt sidewalks will not be allowed.
3. Patios on the side or rear of a Unit shall be constructed of materials that allow water penetration such as brick pavers, patio blocks, wood etc. Concrete or asphalt patios will not be allowed.

**n. Fences** - are not allowed without prior approval of the Association.

**o. Sprinkler Systems** - Underground or above-ground, permanent or semi-permanent, single- head/multi head nozzle sprinkler systems are not allowed.

**p. Re-doing or Replacing Trailer Pad**

1. Pads shall be replaced with asphalt or concrete
2. The new pad cannot extend beyond the length of the existing Unit pad as measured from the short side of the street
3. The measurement of the existing pad must be submitted on a Site Improvement Request Form prior to removal of the existing pad.
4. Flares in the driveway that extend the width of the driveway at the roadway will only be approved if they are depicted on the Site Improvement Request Form and approved by the Park Manager.

**q. Plantings and Shrubs**

1. A Site Improvement Request Form shall be submitted for all plantings other than flowers; this also includes landscaping timbers, wood barriers, rocks, boulders and planting barrels.
2. Present shrubs and plantings, excluding trees, must be cut / trimmed so as not to exceed 48 inches in height.
3. Plantings of shrubs and / or evergreens between Sites shall require a Site Improvement Request Form, written approval of adjacent Units and Association approval.
4. Plantings shall not be positioned so that they are a barrier or cause a danger for individuals on the front or side of a Site adjacent to a road.

**r. Underground Utilities** - Underground utilities must be considered when determining the location for plantings. Contact the Association before starting any digging or excavation.

**Electrical Service and Modifications**

1. All work on electrical pedestals will be done by a licensed electrician who will meet all Association specifications.
2. Members shall submit a Site Improvement Request Form and a letter from the electrician
3. Electric service is limited to 50 amps per site.
4. When a Membership is transferred and the Site involved is a Site with more than a 50 amp service, it will be the responsibility of the seller to revert the service to 50 amps.
5. The Association must check electrical service and other utilities on any Site before the closing of any Membership transfer takes place.

6. Specifications for any change in electrical service must be approved by the Association prior to the work being done by submitting a Site Improvement Request Form.
7. **50-amp service:** All Units coming into the Park and/or existing Units which are being moved between Sites within the Park, or upon the sale or transfer of an existing Membership, all Sites must be upgraded to a maximum two pole, 50 amp (240 volt) service.
8. **30-amp service:** If an existing pedestal ONLY contains a single pole 30- amp service it will be the Member's responsibility to upgrade the pedestal to a new, two-pole 50 -amp (240 volt) service.
9. Travel-trailers may be excluded from pedestal upgrade.
10. Any additional equipment should be connected from the panel inside the Unit and the 50-amp breaker should disconnect all power to the pedestal and Unit.

### **Heat Rods**

1. One 115-volt service outlet must be maintained in the pedestal.
2. This outlet shall be wired through the existing 20-amp breaker, which in turn shall be wired through the 50-amp breaker as described above.
3. Power must not be turned off to the heat rod.
4. A fine may be levied against Members, Renters or Guests who intentionally remove, turn off or damage heat rods after installation.

### **Central Air Conditioners and Heat Pumps**

1. Central air conditioners and heat pumps are allowed as split systems separate from the Unit.
2. Placement must be approved by a Site Improvement Request Form.
3. The electrical supply must come from the Unit and no major change to the electrical system will be allowed.
4. If any legally authorized government official, agency, or body states that these systems must be removed, they must be removed immediately, and the Member will incur any expenses.
5. The Member is responsible for any costs incurred by LCORI
6. Any problems with the electrical box on a Member's Site that is caused by usage of electrical items will be the responsibility of the Member.

**Unauthorized Appliances** - Dishwashers, garbage disposals, electric ranges, washers and dryers, hot tubs are not allowed at Member's site.

### **Awnings**

1. Awnings shall be designed and commercially manufactured specifically for use on the Unit.
2. Awnings shall be non-permanent, shall be attached to the Unit, and must be installed on the Unit and supported in a manner specified by the manufacturer.
3. No other type of attached awning or freestanding awning is allowed.
4. A Site Improvement Request Form is required for the installation of all awnings.

### **Selling and/or Moving of Units to Another Site**

1. Any Member who plans on moving his or her Unit to another Site will be permitted to continue using whatever items the Unit contains including "grand fathered" items now restricted from usage within the Park.
2. Units over 20 years of age may not be moved to another Site.

3. Members are allowed to sell their Units with existing facilities to another Member as long as the buyer does not have to exceed the Park policy of 50 amps.
4. **Any Member who is desirous of selling their membership themselves or through the Park must comply with the LCORI Membership Transfer Residency Acknowledgement and the New Member Application Policy and the procedure for the transfer of Membership.**

## **Sewer Pipes, Skirting and Propane Cylinders**

1. Any Unit parked for 90 or more days must have a rigid PVC sewer pipe, or a flexible sewer pipe placed inside a piece of rigid PVC sewer pipe.
2. Ninety days after delivery and set up of a Unit, the Unit must be skirted. Units presently within the Park are NOT grandfathered. Skirting must be permanent in nature and meet the requirements of the ANSI A119.2 or A119.5 standards Does not apply to travel trailers, motorhomes or fifth wheel.
3. All gas propane cylinders must be secured from tipping.

## **20. Renting and Use of Member Sites**

### **a. Rental of Member's Sites without Units.**

1. All renting must be done through the Association office.
2. Renters are required to maintain their site in a presentable condition.
3. All guests of Renters must exit the Park no later than 11 pm
4. Each Site being rented must have a fire pit that is an Association approved device made of metal or ceramic material and a picnic table in good repair.
5. The Site must be cleaned up before check out.
6. All Renters must check in with the Park office upon arrival and departure.
7. The Member is responsible to the Association for the standard share of the Site rental fee.

### **b. Rental of Member's Sites with Units.**

1. All renting must be done through the Association office.
2. Rental of Sites can only take place from Memorial Day weekend through Labor Day
3. Prior to any Site being rented, Member(s) must have the permission and the Site must be inspected by the Association. Applications must be submitted annually.
4. Members are responsible for securing, managing and evicting any Renters. Members must provide the Renters with these Rules and Regulations.
5. All Guests of Renters must exit the Park no later than 11 p.m.
6. All Members wishing to rent their Site must pay a monthly fee to the Association.
7. The Member is responsible to the Association for the payment of the electric bills.
8. The Renter(s) must check in with the Association Office upon arrival and departure.
9. Because of added liability for the Association, members who rent their Sites with trailers are required to have evidence of an insurance policy for habitational exposure with as much liability coverage as possible for that site/trailer.
  - Certificate of Insurance **must state** *"Lake Chemung Outdoor Recreation, Inc. is added as an additional insured as primary and non-contributory basis."*
  - The Certificate of Insurance must be given annually to the Association

- The absence of insurance coverage terminates any and all rental agreements for that Site and will result in a fine levied against the Member.

10. Members will not post rental signs on Sites under any condition.

11. Member(s) who rent their Unit without proper notification to the Association prior to occupancy will be fined with termination of any and all rental agreements for that Site. Possible termination of membership for a subsequent offense for non-compliance with these Rules and Regulations.

12. Renters must follow all Bylaws, these Rules and Regulations, and any other rules or regulations published by the Association.