

Back Water Landing

RULES AND REGULATIONS

<u>Table of Contents</u>	<u>Page #</u>
I. TENANTS	1
II. CONDUCT	2
III. COTTAGES	2
IV. LANDSCAPING	5
V. PETS	5
VI. UTILITIES	6
VII. REFUSE HANDLING	6
VIII. AUTHORIZED VEHICLES – PARKING	7
IX. GOLF CARTS	7
X. BOARDWALK	8
XI. SWIMMING POOL	8
XII. LODGE	9
XIII. BOAT SLIPS	11
XIV. HOLIDAYS	12
XV. ENTRANCE	12
XVI. VIOLATIONS	12

Reviewed & Revised January 1, 2024

RULES AND REGULATIONS

TO OUR TENANTS

Backwater Landing assumes the best of every resident, and in the unlikely event a failure to observe a rule does occur the management assumes that it may be due to a misunderstanding or oversight without the intention to willfully violate. In such cases, the management intends to provide guidance and, where appropriate, provide sanctions. Enforcement, however, must be in place to provide for those few cases which require measures that protect the interests of all those who do honorably perform as they should without problems.

We have personally been involved with Land Lease Developments in Florida. The developments that were the least successful had few rules and, what they did have, were not enforced. Those developments that were successful had one thing in common, good rules that were enforced. The value of re-sales, the quality of the owners, the involvement in activities, and pride in their development remained high.

This is what Joe and Wylie Lipchik have set out to do at Backwater. Our Number One goal is to protect your investment and make it more valuable each year. We are sorry if it offends anyone, but it takes fair Rules and Regulations along with your cooperation to enjoy what we all have here at Backwater. We will always be working to improve the quality of your enjoyment here.

Backwater Landing hopes this explains our need for Rules and Regulations.

Please note, the use of the words owner and tenant are interchangeable, as are the words cottage and unit. The words guest and visitor are interchangeable Backwater and Backwater Landing are interchangeable. .

I. TENANTS

A. The cottages are designed for only two people on a **full time basis**, and full time living must be approved in advance and in writing. There are restrictions. It is acceptable to have more than two people stay in your cottage, but only as guests and staying up to a week. This is due to water usage in your septic system.

1. You **must notify the office** when **family or friends are using your Cottage** during periods when you are **not** present. We must know who and how long they are staying.
2. **Guests or day visitors.** Guests are welcome at Backwater under the following conditions: (1) you are present at Backwater when they are here or (2) if you are not present, Backwater Landing **must be notified in advance** of the names and the dates that they will be staying here. We will not permit any guests in your cottage without owners during September through December. For security reasons, we want to avoid tenants sending guests to Backwater. **Guests may not bring other guests.** If any of these rules are violated restrictions and charges may be assessed on your cottage.
3. **All students** and children under the age of 21 must be accompanied by a parent or an owner of the cottage. This community was developed to secure the value of each owner and we cannot trust the behavior of students without adult supervision. Please do not jeopardize your land lease by violating these rules.
4. **Permission is granted** to Backwater Landing to periodically inspect the inside of the cottage at a reasonable time between 9AM and 3PM, Monday through Friday, with regards to electrical, plumbing and structural conditions. If the cottage is occupied, an appointment will be made to inspect the cottage. The reason for this is to make sure no one has installed garbage disposals or made alteration to the electrical; we need to check possible plumbing problems like toilet ball valves and dripping water lines to conserve water. We need to ensure that no one has done any private wiring changes, which may be dangerous to the cottage and the community. We will notify all when we will be conducting these inspections. If you wish to be present, please make arrangements with our office. These arrangements must be made in a timely manner. To date we have never pulled an inspection of cottages. But due to the age of some of the cottages this may change.

II. CONDUCT

- A. The management may require any Tenant and/or guest of the tenant to leave or vacate the community and terminate the rental agreement for being a nuisance, engaging in improper conduct, violating rules or regulations of the community, engaging in any illegal activity, or engaging in any activity that may be detrimental to other tenants or the staff. An unruly guest may be barred from returning to Backwater Landing. Our experience has been that any damages or minor theft at the Lodge has been due to the guest and unfortunately some of the tenants.
- B. The Cottage Owner has the responsibility of assuring that all guests or renters comply with the Rules and Regulations of Backwater Landing. The cottage owner is responsible for all cost related to any damage caused by guests.
- C. Everyone is expected to conduct himself in a neighborly manner and to be considerate of others with regard to radio and television noise, a barking dog, and general conduct. If the dog barks continuously which will disturb the neighborhood, it must be placed inside the cottage to minimize the disturbance. Controlling your dog is a must.
- D. Littering of any kind is **NOT PERMITTED**. We hope to promote pride in this community to ensure a high degree of respect and maintain the highest investment value.
- E. The **shoreline** of Backwater is for fishing, **not swimming, fires, or the mooring of watercraft**. A beach area is provided for the tenants to use at their own risk. Please be careful of broken glass. Our shoreline was used and abused for many years. Our intent for this rule is to maintain as peaceful an atmosphere as possible near the Cottages. Off shore swimming area is located past the left side of the pool area by the white sand box. Swimming off the boat docks is absolutely prohibited by our insurance company and the protection of boat owners. Snakes are very active around boat docks.
- F. No torches, campfires, charcoal grills, mosquito torches, gas lanterns, outdoor candles or fires are permitted anywhere in Backwater or along the shoreline, or next to cottages. This includes the pool deck.
- G. Love grass was planted on banks and slopes for erosion control. Unfortunately, this grass dies out after 7 to 9 years, and we were unsuccessful in our reseeded. Please use the steps or roads to preserve the vegetation material remaining. We plan on improving these areas. These areas are not for short cut use or play areas or areas for birdhouses, bird feeders, etc. We do not want these areas to draw attention to these items.
- H. Owners are not permitted to build steps to the boardwalk from their cottage. Old steps are going to be removed. There are several access areas available to everyone.

III. COTTAGES

- A. The **Regime Fee** is for the rental of the area that the cottage sits on. The owners of the cottages have no vested rights to the areas surrounding the cottage and any improvements that are granted to them belong to Backwater Landing. Example: If you plant a tree that is approved by Backwater Landing the tree becomes a part of Backwater Landing. Backwater provides the use of water, sewer, waste manage disposal facility, lawn maintenance, landscaping, the use of the lodge and recreational facility for you and your guests. These amenities are all paid for and maintained by Backwater Landing for the interest of promoting the value of this community.
- B. **Sale and Renting of Cottages**
1. All residents wishing to place their Cottage for sale in the community may list their Cottage through the Backwater Sales Office, an Outside Real Estate agency, or sell privately on their own. "For Sale" signs cannot be placed in or on the Cottages, or posted anywhere else within Backwater Landing. This includes all of Melton Road and Winston Way from Backwater Landing to the private residences. Should you choose not to list your cottage with Backwater, check with the office to obtain the current regime fee and the information for your realtor as to the guidelines for re-sales. Backwater will not be held responsible for any misrepresentation, ambiguities, or inaccurate disclosures of Backwater's lease requirements. Should you acquire a buyer on your own, or choose to use an outside agency, a Backwater form must be signed prior to the sale or before a new lease can be signed with the new buyer. Should an owner sell his own cottage, a \$150.00 handling fee will be charged to the seller for all paperwork preparation for the attorney at closing. This fee may be changed without prior notice. An interview with the new buyers prior to the closing is the Lessor's option. This is extremely important to reduce future misunderstandings.

A. Backwater Landing will not offer a lease agreement to a new buyer if the owner of the cottage is delinquent in their personal property taxes or any monies owed to Backwater Landing. We will also not complete the sale if the new buyers refuse to sign a lease agreement. If the new buyer refuses to sign a new lease there are two options:

1. The closing will not take place.
2. The current owner will not be released from his lease

B. The new buyers for this cottage, are charged a new lease fee. This amount to be paid at closing equals 1 ½% (percent) of the selling price for this cottage.

C. In order for the closing to the new buyers be free and clear of all encumbrances, there must be an attorney handling the closing. Backwater's attorney must prepare the settlement statement for this closing.

2. **Prior to Sale**, if exterior improvements are needed to bring the Cottage up to current standards, they must be completed. All outstanding charges must have been paid in full. These items must be completed before Backwater Landing will release the Owner from the current lease. A new lease cannot be executed unless these items are completed and unless arrangements between the buyer and seller are understood in writing.

3. If a cottage owner would like to rent their cottage, it **must** be handled through Backwater Landing. Backwater will set a minimum rental rate as to not lower the value of Backwater Landing. Backwater will be paid a Sub-renting rate up to 10% of the rental amount. Arrangements can be made for Backwater to collect rental fees, security deposits, registration and disperse imbursements of the funds. At present Backwater Landing charges 10% of the rental amount or \$100.00 minimum per month. Backwater Landing will not accept rentals for less than 1 year minimum. Regardless of the rate a \$100.00 minimum will be paid to Backwater Landing per month.

A. **Garden and Lawn ornaments** such as ceramic animals, statues, windmills, pink flamingos, etc., will not be permitted. Birdhouses and bird feeders, as well as items that blend with the landscaping materials, not to exceed **1** per cottage and are not shiny or reflective. They must be kept in the mulched areas near your cottage, within 3 to 4 feet of the cottage. This is a difficult area to govern. The management does not want to be put in a position of determining what is tasteful and what is not, or what is excessive. The intent of this rule is to not have the Cottages appear "junky" or "cluttered". **Please use discretion.** Remember that this rule is to protect your investment and overall appearance of the community. Bird feeders are not advised, they draw rats, squirrels and snakes.

B. **Soliciting** of any kind is prohibited within the community of Backwater. We do not furnish home addresses or email addresses due to the fact that these lists have been used for soliciting.

C. **Repairs, Maintenance, and Housekeeping**

1. **Permission must be obtained** from Backwater before any construction, changes, or additions of any kind can be made on either the tenant's **site or cottage**. In order to ensure the security, continuity, and proper building standards, Backwater Landing can arrange for any construction on your cottage. A charge of time and materials plus 25% will be applied if we perform the work. All work that Backwater can provide may be scheduled through Tim and the office, however due to our work load and the lack of good personnel, it may take time to start your request. You may need to hire an outside source to complete your project. Emergency cases come first with Backwater Landing. We will permit an outside sub-contractor to do remodeling on your Cottage providing the following criteria are met:

a. The **sub-contractor** must be certified and licensed in Oconee County and furnish proof of liability insurance and workman's compensation prior to the start of any construction.

b. Backwater may charge a **minimum supervision fee** in order to assure that the job meets Backwater's standards if an outside contractor is doing the work. This supervision depends on the type of work that is to be done. There are electricians and plumbers available that do not need supervision. Contact the office for this referral information.

- c. **Interior painting, wallpapering, and carpeting** will not require approval, however the owner is liable for any injuries to anyone they may hire outside of our employees.
- d. **Tools:** Backwater Landing is **not** going to be the toolbox for cottage owners. This has become a growing problem, and we are putting an end to this. If you need something, think about it before coming here and bring it with you. We are sorry, but ladders are the number one problem and we will **not** be supplying them. Insurance and the liability factor are instrumental in these decisions.
2. We will observe the **condition of the exterior of your cottage** and notify you if attention is needed. You may **not** choose to do the work yourself, but must contract outside services, or we will do the work for you. In all cases, if the work is needed, it must be done in a timely manner. A resident may **not** do any work such as roof, exterior painting, or exterior construction unless they are licensed in that profession.
3. **Exterior shutters** may be ordered through Backwater at any time. **Canvas awnings** are available through an approved local source and you may deal with the company direct. Call the Office for additional information. The color must be approved in advance.
4. **Water hoses** must be kept rolled up and neatly stored when not in use. Do not buy hoses with colors that are bright and stand out. We do not want to see hoses left spread out over the sidewalk and lawn when not in use.
5. **Stepping stones** absolutely need to be recessed in the ground for mowing. If you are unable to recess them, we will provide the service for a fee. If you have “temporary” stepping stones, such as Tiger Paws for Game weekends, they must be stored under the cottage when not in use.
6. **Water Shut-Off Valves** – It is in your best interest that you turn your water off when you are not using your Cottage for a long period of time. This will prevent any accidental flooding due to a broken water line, leak from pipes due to cold temperatures, pinched or cracked icemaker water lines, or the rusting out of the ball valve in a toilet tank. Backwater will notify you as to where the location of your shut-off valve is. Your waterlines that go from your shutoff to your house is your responsibility.
7. **Grills** – Only gas and electric grills are permitted within the community. No charcoal or open fire grills are permitted. **Propane tanks** must be kept out of sight when not in use. Grills must have covers. Black or earth tone covers are acceptable. Sorry no Clemson orange.
8. **Lawn Furniture** is to be kept on the Owner’s porch or in the under-cottage storage areas when the Owner is not using the Cottage. Lawn furniture cannot be left on grassy areas as it interferes with lawn care. The exterior landing going into your cottage is **not** a storage area, unless it is enclosed. Furniture on cement or stone or wood patio need not be removed. No bright colored furniture or coverings.
9. **Exterior lights and decorations:** No “camper” lights or rope lighting is permitted inside or outside cottages. Rope lighting should not be seen from the outside. We do not want to reflect a campground or trailer atmosphere. This is not good for your investment in Backwater Landing. Keep solar path lights to a minimum. No shiny silver lights are permitted, black is acceptable.
10. No **clotheslines** are permitted. Drying of towels, etc. on railings is permitted TEMPORARILY ONLY.
11. No appliances or other **unsightly items** may be stored on the decks or in view, such as Rafts, inflated tubes or gas cans. Under no circumstances may gas cans be stored inside, outside or around the cottage with fuel in them. An empty gas can may be stored out of site, but for safety, the caps should be left open. Under the step landing is not a storage area unless it is covered with lattice or skirting material.

12. GE technicians recommend running **dishwashers and washing machines** one cycle a month if you are gone for an extended period of time. This prevents water seals from cracking. Call the Office if this service is needed, there will be a minimal charge.

13. **Garbage Disposals** are **not** permitted due to the septic system in place. If we detect that an owner has installed a garbage disposal, we will not only remove it, but the owner will be charged for the removal and the cost of pumping the septic tank. This is a strict violation of one's lease,

D. **Deliveries** (UPS, Fed X, Moving Vans, U-Hauls)

1. **UPS and FED X** make drop-offs at the Sales/Business Office, 1224 Melton Road. Check with us if you are expecting a package. We will watch for its arrival and then call the owner.

2. **Moving Vans and U-Hauls** cannot get next to your Cottage. We must control where "Drivers" take their trucks. If our staff is needed to help move, we must charge for their time. If a "Driver" does any damage and we were not involved, you will be charged for any repair necessary. Landscaping and water pipes are most frequently damaged.

IV. **LANDSCAPING**

A. The **Management's intent** is to have a natural type of landscaping on banks. We must insist on a degree of continuity throughout the development. We require all owners to request any changes in landscaping.

B. **Maintaining the lawns** is the responsibility of the Management. It is the responsibility of Backwater only to determine where and when sod or seeding will be done.

C. If an owner wishes to add **additional plantings** to his Cottage area, the Owner must check with the management regarding the placement and type of plant. This will prevent damage to electrical lines, telephone lines, or satellite lines. It will also prevent the use of plants that will not be appropriate in size for the space available. Backwater will not be responsible for any special care required for the Owner's additional plants. No expansion of the planting areas is permitted. It is also understood that whatever additions are made, remain the property of Backwater Landing. For example, should you move, the tree stays. Birdhouses and feeders, of course, are excluded. Any additional landscaping must be placed on the entrance side of the Owner's Cottage. This is considered the Owner's courtyard; however, permission must be granted.

D. The Owner may plant some **annuals or perennials** within the mulched areas. The Owner will keep it to a minimum and be responsible for maintaining the perennials and removing any dead plants.

E. Written permission must be obtained from the management before **the removal or cutting of any trees, or tree limbs**. A breach of this rule could result in the termination of the Owner's present lease. A new lease figured at the highest rate, plus 3%, being offered would have to be signed. The management will consider any reasonable request for removal of a plant or tree.

F. Low voltage or landscape lighting is only permitted for your walkway where safety is a factor. No up lighting is permitted on the cottages and/or trees. Fixtures must be earth tone or black, cannot be shiny or reflective. They are not to be used in front or back of your cottage.

V. PETS

A. Pets are welcomed at Backwater Landing, but need to be limited to 2 per cottage. There are exceptions to this rule, but they must be authorized through the Office.

B. The **Office must be notified** if you have a pet. Pets must have shots. A current picture, name, and breed must be given to Backwater. We have had two incidences of biting and that is the reason for this rule. The pet obviously must be identified.

C. At no time may pets be left outside unattended. **Pets must be leashed** when walked within the community. It's so important that we are adding a \$50.00 per violation charge to your cottage if you are seen violating this rule.

D. **Pets are not permitted** in the Lodge, on the Lodge porches, or around the swimming pool area.
NO EXCEPTIONS.

E. **Pet litter must be removed immediately** from the lot of the owner. When walking a pet, the owner must immediately clean up after the pet. Primarily, guests have repeatedly violated this rule. Please inform your guests of their responsibilities. **You** are responsible for your guests. You must absolutely remove pet litter from the boardwalk and cart paths. If it is reported that a particular owner is allowing the dog to do his/her business on the boardwalk or any of the grounds, and doesn't clean up after it, a formal notice will be issued and if not corrected, your monthly Regime Fee will be increased by 3% rounded up. If this problem is not corrected, we will be incorporating \$25.00 fines every time we see it to your cottage land lease.

F. Consideration for those without pets must always be kept in mind. If **your dog is barking** on your porch or deck, out of respect for the community, it is expected that you put your dog inside your Cottage. A barking unattended dog will not be tolerated.

G. **Pooper – scoopers, dog bowls and any toys** must be kept in the Owner's storage room or in the under-cottage storage area when the Owner is not actively using these items. We do not want any of these items left on the lawn. It becomes unsightly.

VI. UTILITIES

A. The Owner will make his own applications for service to the electric, telephone and satellite companies and pay all bills rendered for such services.

B. Because Cable TV is unavailable, **only 18" Satellite Dishes** will be permitted. Location of such dishes must be approved by the management in advance of installation. Under no circumstances will a dish be placed above the roofline. No exterior antennas are permitted. Additional antennas may be placed under the Cottage or in the attic. If we are not notified, and a dish needs to be relocated, it will be at your expense. Backwater will approve 24" satellite dishes if they are required for the high-definition TV. Placement of the dishes will remain the same. Contact the Office if this is of interest to you. We have had many problems with outside installers. Call the Office for an approved location. Only one dish per cottage is allowed. A small internet dish if needed has been approved under the same conditions.

C. **Water usage.** Water is part of your regime fee for those not living full time in Backwater. Backwater expects each Cottage Owner to guard against abuse and wasteful usage. Backwater Landing was never developed for full time residents, even though we have permitted it in recent years. The water contained within the regime fee was based on part time use. Full time residents will be charged a water usage fee. If we become aware of any full-time resident abusing the watering system, we may impose on that particular cottage a higher water charge. These charges are currently increasing with new leases. Water costs have increased greatly and we currently collect less than 7% of the total bill. We need to guard against waste.

VII. REFUSE HANDLING

A. **All household garbage must be placed in plastic bags** and put in the appropriate containers that are provided by Backwater. Boxes must be broken down and placed alongside the fence behind the containers. Backwater will take care of those. What is not allowed is items other than household garbage. Examples, carpets, building material, old grills, furniture, and many other items that are not considered household garbage. We are currently evaluating financial penalties for those violating the use of these containers. There are recycling centers for free disposal of these items. We have cameras monitoring. These fines apply to the cottage owner if any people violating this are associated with a certain cottage, example -trades people dropping off their trash as they leave. The fine for first offence is \$100.00, second offence is \$250.00 and third offence will be \$250.00 plus the termination of your lease. A new lease will have new terms listed at a rate higher than they are currently paying.

VIII. AUTHORIZED VEHICLES – PARKING

A. The **speed limit** in the community is **SLOW** with **CAUTION** on the main road. At some dangerous intersections, speed bumps have been installed. You need to be slower and more cautious on the transition roads where cars merge on the main road.

B. Positively **no major repair work** to cars, boats, trucks or other vehicles will be allowed within the community. Inoperative, abandoned, or unlicensed vehicles shall be towed away at the Owner's expense within 48 hours of discovery of said condition. **No motor homes, trailers, or campers** will be stored **within** the community. If visiting Backwater, they will be permitted parking except they must remain on the main road. Please check with Backwater for available storage space outside the gated area.

C. Boat and jet ski trailers are not permitted to be inside the gated area. The only exception, with prior notification at the Sales Office, a boat or jet ski may be launched, but the trailer must be immediately removed to outside the community and placed in the boat/trailer storage area.

D. **No** dune buggies, go-carts, or any other unconventional vehicles may be operated within the community. Motorcycles may be used as vehicles of transportation to and from one's cottage within the community. Motorcycles must be driven in such way as to absolutely minimize the noise factor. **Excessive noise from vehicles** is prohibited.

E. **Children using skateboards, bicycles, scooters, etc. must wear helmets.** Children should not play near the gatehouse or on the steep hills, on the Boardwalk, or in the parking areas. Any damage to a person's car will be the responsibility of the cottage owner associated with the child.

F. **Bicycles** in use after dark must have both front and rear lights, as well as pedal reflectors. Store your bike out of sight when you are not staying at Backwater.

G. Bicycles in public areas must be parked in designated **bike racks**. Bicycles are not to be left alongside of cottages when not in residence

H. **Automobiles** must be parked in designated parking areas. Special events and major holidays may require cooperation. Without your neighbor's permission, you may not use his space for guests. This is a major complaint on holiday weekends.

I. **Each Cottage Owner** will be assigned one parking space as per their lease as close to their cottage as possible. Additional spaces for general parking are provided alongside the main road.

J. **Parking spaces** are numbered. Under no circumstances do we permit the leaving of automobiles, trucks, trailers or any other vehicle for public highway use to be stored in your space or any space in Backwater Landing when you are not here. Spaces in the dry dock area can be leased for additional parking of these vehicles. We will be monitoring this.

IX. **GOLF CARTS**

- A. **Only electric Club Car or E-Z Go golf carts** are permitted. No exceptions, unless approved in writing by Backwater Landing. Golf carts must have head and tail lights, rear view mirror inside mounted or a bar mirrors, club car green or E/Z Go green in color. The tops of the carts must be beige, cream or light Ivory as seen in the development. We will not permit carts displaying decals, license plates or any decorative emblems or attachments. Holidays such as July 4th and Christmas may display the spirit of those holidays. We do not want Backwater Landing to display individual carts with a circus atmosphere. This diminishes the quality of this development. Golf carts must have their cottage numbers displayed in the front, back, and both sides.
- B. All golf cart owners must maintain **liability insurance** on golf carts.
- C. For safety, the maximum carrying capacity or persons per cart should not be exceeded.
- D. All golf carts must be parked in designated parking areas and not on walkways or lawns.
- E. All golf cart drivers must have a valid driver's license. **Children may not drive golf carts.**

X. **BOARDWALK**

- A. **No golf carts permitted on boardwalk.**
- B. **No bicycles, skateboards, or roller blades** permitted on boardwalk or steep hills leading to parking areas.
- C. **Be aware of where you are walking.** Boards could become loose. It would be appreciated by the management if you would drop a note or call the office if you see any indication of needed repairs to the boardwalk. Thank you.

XI. SWIMMING POOL

- A. **Please obey the signs** posted by the Department of Health. Any temporary restriction on pool use for cleaning or chemical treatment of the water will be confined to Mondays. Exceptions would be for emergency reasons.
- B. **Toys less than 6 inches in diameter** are not permitted in the pool. Small items can cause damage to the filtering system.
- C. **No running or pushing** around the pool area. **No Diving – Shallow Water!**
- D. **Do not throw balls** if people other than your immediately family are in the pool.
- E. **“Adults Only” swim** will be 8AM to 10AM daily. Other arrangements can be made by consulting the office.
- F. Please **use the shower or the hose** to rinse excessive oil and sand from body before entering the pool. The footbath is not a play area. The shower is located next to the main entrance of the pool. This helps eliminate lake algae in our swimming pool.
- G. Please **use caution** if wet when entering the downstairs of the Lodge for bathroom use. **The floors can be slippery.** Footwear is advised.
- H. **Wet bathing suits are permitted** in the downstairs bathrooms of the Lodge **ONLY.** **No** wet bathing suits are permitted upstairs in the lodge or in the exercise room. The chlorine from wet bathing suits can ruin the furniture, fabrics and is in poor taste upstairs.
- I. **Pool furniture must not leave the pool area.** Feel free to move pool furniture to meet your needs, but **return it to its original site, and CLOSE THE UMBRELLA, BEFORE LEAVING THE POOL AREA.** We do not have a permanent Lodge attendant to take care of this on a daily basis. We prefer the chairs be lifted and moved rather than dragged. Dragging damages the furniture. Umbrellas have been damaged by wind when not put down. Your corporation will be greatly appreciated.
- J. **Lifesaving equipment** attached to the fence, such as the ring buoy and grab hook, is **absolutely not for play.** **They are for emergency use only.**
- 8
- K. **Rafts** may be used in the pool, unless the pool becomes crowded. Please use discretion.
- L. **First Aid Kit & Emergency Telephone** are located outside the **Exercise Room.**
- M. No grilling on the pool deck!
- N. Do not lower windows in the lower level of the Lodge. They must remain closed due to air conditioning.
- O. **No glass beverage containers are allowed on the pool deck. If this rule is violated and the pool has to be shut down, the violating cottage owner will be charged..**

XII. LODGE

A. We are proud of the Lodge and hope that the Owners will respect it as their own home. This means **cleaning up after yourselves**. Leave it better than you found it.

B. Because of recent incidences at the Lodge, we would like **the upstairs** to be used by adults, or children accompanied by adults. **Telephones are located** outside the Exercise Room to the right, and in the kitchen near the ovens. Only local calls can be made. Please do not turn the ringer off. These phones may be used to allow entry at the gate. If a visitor scrolls down to the lodge and presses the call button it will ring at the lodge. If you are aware of the person coming you may then press 9 and the gate will open for them.

D. **No wet bathing suits upstairs**. **Proper footwear and cover-ups are required upstairs**. We have provided fine furniture. Suntan oils will ruin and stain the upholstery and leather. The lodge requires that the upstairs be treated respectfully. Cover ups are required.

E. **Absolutely no pets permitted in the Lodge**, on the veranda, front porch, or inside the pool fenced area. Pets are not to be tied to trees around the Lodge and left unattended.

F. Billiards Room

1. **An adult must accompany children under the age of 18 and supervise their play**. We have experienced an unacceptable amount of damage to pool sticks and therefore, if you are a billiards enthusiast you may need to purchase and bring with you your own stick to enjoy the game.

2. **The pool table is a custom made championship table**. Please treat it with respect. No drinks or children are allowed to sit on the side rails. Use the corner tables and coasters that are provided.

G. Media Room/Library

1. **Our intent** is for this room to be used primarily by adults. This is an area where the Golden Rule must apply. This will permit the Media Room to be accessible by more people. to watch TV or to read. It is a room to be shared.

2. **We welcome contributions to the lending library**. When you return the books, please try to replace them in the area you found them. We do not have a full time librarian! Some of our residents have volunteered to help organize the library, so returning the items to the same area helps greatly.

3. **Be conscious of the time you spend in the room**. Should others obviously want to use the room also, be respectful of the time you have used it and share. Being respectful of the time you use the room also applies to the Billiards Room.

4. Please follow instructions provided for the television, which are located in the room. The remote for each TV **must** remain in the room of the TV and not brought outside the room for any reason.

H. Great Room

1. **Our intent for this room** is that it be used as an adult social room. Adults should feel free to play cards, read, and watch TV whenever they want. **Our Owners, not their guests, have the privilege of reserving the room for private use.** Check with the management for approval for there are restrictions during the summer and fall football season. There will be a minimal charge for housekeeping services after each function, **if necessary.** If additional help is required, the owner will be billed. Everyone is responsible for clean up. Please leave it as you find it.
2. **The silverware, dishes, glasses, etc. are to remain in the upstairs area.** Please clean up after yourself by rinsing dishes and placing them in the dishwasher. When the dishwasher is full, it should be run as you would do in your own home. Dishwasher soap is provided under the range. Please empty the dishwasher and put the contents back in the drawers and cabinets where you found them. When dishwasher soap is low, please advise office.
3. **The refrigerator** is for cooling food and beverages you bring to the Lodge. It is not for overnight storage of food unless it is for a function the following day. Items provided in the kitchen are for your use. Please treat them as you would your own. Remove any leftovers.
4. Wash towels you soil and RETURN to the Lodge.
5. **The icemaker** is NOT to be used for filling personal coolers. When it is used in this manner, it deprives other Owners of ice for beverages. Do not place cans or other items in the icemaker. Make sure you close the door. Use scoops provided – not hands! The icemaker may be locked because during the boating season it was emptied by boaters.
6. **Firewood is provided for the fireplace.** Only use 1 or 2 pieces of kindling per fire. Please clean up debris after preparing the fire. Make sure the draft is open before you light a match. The propane tank is only used to light the fire.
7. The **lamps in the Great Room** are switched on by the switches on the wall by the ovens. The great chandelier should not be lit, only for a special occasion. Changing the bulbs requires scaffolding.

I. Grilling Area

1. The small grill is recommended for smaller parties. The large commercial grill is reserved for large events. **Please clean the grills after use.** Housekeeping will not be cleaning any grills.

J. Exercise Room

1. Because of the lack of parental supervision, equipment has been abused and broken. Unfortunately, because of this abuse, those wishing to use the exercise room will have to obtain a personal key from the office.
2. **This is not a play area.** Parents must accompany and supervise children. The room is intended primarily for adults. We do not want any child hurt on the equipment because of improper supervision.
3. **As the community grows,** you may want to exercise during a quiet time. Equipment is used on a first come basis.
4. **Adults exercise at your own risk.** Please be careful.
5. Follow audio/video instructions for TV posted on the wall.
6. After using the equipment, please disinfect the machines you use with the supplies provided. Please call the office when exercise room needs supplies.

K.. **Beach Area**

1. **Please keep sand in sandbox.**
2. **Remember that you are swimming at your own risk.** This area is the safest for swimming in the lake, but caution should always be observed.
3. **Please rinse sand off before going into the swimming pool.** The outdoor shower is along side the entrance.
4. This is the **only area in Backwater** where swimming is permitted At Your Own Risk off the shoreline.

I. **Security cameras**

1. Security cameras have been installed in the Lodge. We are having issues with misuse of the Library, the Billiard Room and petty vandalism. Backwater Landing **will not tolerate vandalism.** Owners will be billed directly for any damage caused by their children. The children are **not** permitted in the Lodge without parental supervision.

Security cameras have also been installed and monitored for the pool area, the trash drop off area, the entrance gate, and the grounds around the maintenance barn.

XIII. **BOAT SLIPS, CANOES/KAYAKS STORAGE RACKS & STORAGE UNITS**

- A. **Boat slips are for boat owners who have an annual boat slip lease with Backwater.** In all cases, **residents must notify the office** of visitors and make arrangements for temporary mooring if space is available, at a charge. If space is not available, they **cannot** tie up anywhere. Weekend temporary dock slips are primarily for those residents who are on the wait list. A \$100 non-refundable deposit must be made to have your name put on the waiting list. When a slip becomes available, the \$100 deposit will be applied to the total cost of the slip rental. All slips are for residents who are in good standing only. The \$100 is forfeited if when your name comes up and you turn down the slip. Any resident or guest who uses a space on our boat docks and never made arrangements with the office, will be charged a double rate and it will be added to your land lease. Backwater reserves the right to terminate the boat slip rental the following year to anyone who violates the Rules and Regulations. The rental of boat slips is for those residents who are in good standing with Backwater. Any damages to a dock slip are the sole responsibility of the renter of the slip. Sub-renting a slip to another boat owner will permanently terminate your slip the following year. And the sub-renter will be removed from any wait list.

- B. **Chairs and personal items** are not to be left on docks when not in use.
- C. **Swimming is not permitted off the boat docks.** We have had one resident bit by a snake in the dock area. Our insurance does not permit any swimming off or around our docks.
- D. **Inflated objects** should be placed on boats and not left in the water tied to boats or on the walkways.
- E. **Gas cans** should not be left near the boat dock area. **Empty cans** may be stored under your cottage. They are not to be stored where visible. On occasion we have had to slowly release air from a can that was ready to explode. No permission will be granted for storing gas in Backwater.
- F. **Dispensing of gasoline** into your boats is a dangerous and environmentally unsafe activity. Backwater hopes to create a safe area for personal fueling of the boats. Backwater has elected not to get involved in commercial gas sales due to the fact that permitting such activity would require Backwater to sell to the public outside the community. We do not want our area of the Lake to have any more traffic than necessary and we do not want our shoreline polluted as a result of spills.
- G. **Boat and/or Trailer Storage.** If you have a boat and/or trailer being stored, we need to know. If your trailer has a lock on it, Backwater will need a key kept at the Office. There are times when these trailers need to be moved. There is a charge for boat/trailer storage. Please check with office.
- H. **PLEASE** do not leave bags of garbage near the steps for our employees to pick up. You are responsible for disposing of your garbage.
- I. **Canoes or Rubber Rafts** must be stored under your cottage, or arrangements need to be made to keep them out of sight when not in use. These items are **not permitted to be tied along the shore line or to the back of your boat when not in use.**
- J. **Canoe/Kayak storage** is available for rent and located at the foot of the lower parking lot in Phase II, near parking lot "J".
- K. **New storage units** near the Sales Office are available for rental.

XIV. HOLIDAYS

- A. Backwater Office should be notified if you are expecting guests. During the Holidays, no guests should be at Backwater without you being here.
- B. Backwater Landing **no longer allows personal fireworks, fire crackers, sparklers, etc** at any time. It is the sole responsibility of the parents to uphold this rule. This rule has NO EXCEPTIONS and violations could terminate ones lease due to the seriousness of this crime.
- C. Christmas decorations may be displayed just before Thanksgiving, and must be removed by January 8th.

XV. ENTRANCE

Each resident is given two gate passes to open the gate. If the gate is standing open when you approach it, it is okay to drive through. However, if the gate starts to close as you approach it, STOP, let the gate fully close and then use your gate pass to open it.

The disruption causes damages to the system. We need your cooperation with this.

XVI. VIOLATIONS

If a violation of rules occurs in Backwater Landing, the following procedure will be used to notify the owner. This explanation must be made to allow Backwater Landing and the owner a clear understanding of what will occur when violations are committed.

A. A note stating the violation will be emailed to the cottage owner.

B. If the situation is not corrected in a timely manner, a registered letter will be sent to the owner with a specific date that the correction must be made by. Backwater Landing hopes that this situation is corrected and a good relationship with the tenant is maintained.

C. If this is not corrected by the date mentioned in the registered letter, your lease pertaining to your financial obligation will be terminated and a new payment of regime fee will be assigned. Your regime fee will be increased to the highest fee being paid in Backwater Landing at the time. If you are presently paying the highest rate, you will incur a 3% increase. A new lease must be signed within ten days, if not the land lease will become doubled.

D. A registered letter will be sent notifying you of these payment changes and another date will be set to correct the violation. If this second date is ignored and changes are not corrected, then your lease agreement will go into effect and you will be responsible for the legal fees to correct the situation.

*The **Management** appreciates your comments on the Rules and Regulations. We want to be fair to all our Residents and keep the best interest of everyone in mind. It is not always an easy task.*

We have tried to address all the situations where problems have occurred. Let's work together to monitor any misuse of our Community and the beautiful Lodge.

*Backwater continues to increase the value of the Owner's investment by providing quality amenities. Some areas have been difficult to manage for various reasons, such as landscaping. Rest assured – Backwater will continue to strive to make this community AND your investment one of which you can be proud. You, the cottage owners, are the most important people to us. Your confidence in investing into this development is something we take very seriously. Backwater Landing is very stable, and we are growing at our own pace. We have our growing pains, but we will get the job done, and done right. **We sincerely appreciate your patience.***

Backwater Landing

