

Back Water Landing

RULES AND REGULATIONS



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Revised July, 2010

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.

We hope 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.

I. TENANTS

A. The cottages are designed for only two people on a **full time basis**. It is acceptable to have more than two people stay in your Cottage, but not as year round permanent residents without additional fees. A third person would be considered a full time resident if he resides at Backwater for more than three months in a calendar year.

1. You **must notify the office** when family or friends are using your Cottage during periods when you are **not** present.
2. **Guests or day visitors.** Guests are welcome at Backwater under the following conditions: (1) you are present at Backwater, or (2) You are not present but have notified the office that you are allowing guests access to your cottage. For security reasons, we want to avoid tenants sending guests to Backwater that live nearby or are visiting Lake Keowee for the day, just to use the facilities without the owner being present. Guests may not bring other guests, nor are they allowed to bring their pets. For example, an owner knows a local family and says to that family friend that they may go to Backwater Landing as a guest, making use of the facilities. This is not appropriate. It places undue wear and tear on our Lodge and pool and is not fair to our residents.
3. **All students** and children under the age of 21 must be accompanied by an adult. We realize there are those students who would not abuse the privilege of using the facilities and would follow the rules and regulations and be responsible for their guests. There are also those students who would not. Unfortunately, rules have to be addressed to those who would not respect the rights of others, for instance, adhering to the legal drinking age.
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; we need to check possible plumbing problems like toilet ball valves and dripping water lines to conserve water. We need to insure 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.

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 comply with the Rules and Regulations of Backwater Landing.
- 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.
- 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.
- F. No torches, campfires, charcoal grills, mosquito torches, gas lanterns, outdoor candles or fires are permitted anywhere in Backwater or along the shoreline. This includes the pool deck.
- G. Love grass is planted on banks and slopes for erosion control. Please use the steps or roads to preserve the landscaping material. We plan on improving these areas. They are not for "short cut" use or play areas, or areas for birdhouses, bird feeders, etc.
- 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** includes site rental, water, sewer, waste management disposal facility, lawn maintenance, landscaping, and the use of the Lodge and recreational facilities for you and your guests.
- 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 \$250.00 fee will be charged to the seller for terminating the lease, executing a new lease, transferring the ownership, and notifying the tax assessor's office of the change of ownership. An important part of the re-sale procedure is an interview with the new buyers prior to the closing, especially if it is an outside sale. 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.

b. If there is a lien against the cottage from a lending institution, or unpaid monies due to Backwater Landing, Backwater will not offer a lease to a new buyer until the lien is satisfied. The distribution of funds will not be released until said lien is proven paid in full.

2. **Prior to Sale**, if exterior improvements are needed to bring the Cottage up to current standards, they must be met. All outstanding charges must have been paid in full. These items must be completed before Backwater will release the Owner from the current lease. A new lease cannot be executed unless these items are completed, 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. Backwater will set a minimum rental rate. Backwater will be paid a commission that covers the collection of fees, security deposits, registration, and final inspection. Housekeeping charges will be billed to owner separately.

4. If you are in need of **extra space for visiting families or friends**, call Backwater's Office for the names of Owners willing to rent within the Community. Backwater does not need to be involved in these arrangements. We only need to know who is coming, when they are arriving, and where they will be staying.

C. **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.

D. **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 insure the security, continuity, and proper building standards, Backwater Landing will do any construction on your cottage. A charge of time and materials plus 15% will be applied. 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 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. 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 in the future. 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.

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.

4. **Water hoses** must be kept rolled up and neatly stored out of sight 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.

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 covers are recommended.

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 the land/grass areas as it interferes with lawn care. The exterior landing going into your cottage is **not** a storage area.

9. **Exterior lights and decorations:** No "camper" lights or rope lighting is permitted inside porches or outside the 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.

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.

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.

E. **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 sprinklers are most frequently damaged.

IV. **LANDSCAPING**

The **Management's intent** is to have a natural type of landscaping on banks. We must insist on continuity throughout the development for the best interests of all. We ask all owners to discuss any changes they personally wish to make.

A. **Garden and Lawn ornaments** such as ceramic animals, statues, windmills, pink flamingos, etc., will not be permitted. Birdhouses and birdfeeders, as well as items that blend with the landscaping materials, not to exceed **1** per cottage and 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 to 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.

B. **Maintaining the lawns** is the responsibility of the Management. Absolutely no over seeding is permitted. If an Owner wishes to repair grass, only Bermuda grass seed may be used.

C. If an owner wishes to add **additional trees or shrubs** 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 sprinkler systems. 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. 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 **annuals or perennials** within the mulched areas. The Owner will 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 plants, 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 and you must receive permission for the fixtures, the quantity used, and where you put them before installation. 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 one incidence 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.

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 that their pets are not permitted. **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 and doesn't clean up after it, the dog will not be allowed in Backwater Landing. Pets are guests!

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.

G. **Pooper – scoopers** must be kept in the Owner's storage room or in the under cottage storage area when the Owner is not using his Cottage.

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 installer.

C. **Water usage.** Water is part of your regime fee for normal usage. Backwater expects each Cottage Owner to guard against abuse and wasteful usage. All cottages are irrigated. Owners are not permitted to manually interfere with the sprinkling system. Please notify us if the systems are not working properly in your area. Backwater Landing was never developed for full time residents, even though we permit it. The water contained within the regime fee was based on part time use. Full time residents may be charged a water usage but we have not incorporated this addition to date. If we become aware of any full time resident abusing the watering system, we may impose on that particular cottage a water charge. This water charge would be a \$5.00 per month per person.

VII. REFUSE HANDLING

A. **All garbage must be placed in plastic bags** and put in the appropriate containers that are provided by Backwater. Boxes must be broken down.

VIII. AUTHORIZED VEHICLES – PARKING



A. The **speed limit** in the community is **fourteen and one half (14-1/2) miles per hour** 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. 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, mopeds, 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 with prior approval from the Office. 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.

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**.

H. **Automobiles** must be parked in designated parking areas. Special events and major holidays may require exception. Without your neighbor's permission, you may not use his space for guests.

I. **Each Cottage Owner** will be assigned one parking space as close to their Cottage as possible. Additional spaces for general parking is provided.

J. **Parking spaces** are numbered. If you call the Office, we may be able to let you know who may be out of town in your area in order to use their parking space. Under no circumstances do we permit the leaving 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 continue to improve these conditions.

IX. GOLF CARTS

A. **Only electric Club Car golf carts** are permitted. No exceptions. Golf carts purchased outside of Backwater Landing must have head and tail lights, rear view mirrors, be Club Car green in color and have Club Car green covers. No decals, painting, etc. They must have Backwater Landing numbers, purchased through Backwater Landing.

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, etc.

E. All golf cart drivers must have a valid driver's license. **Children may not use the 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 in the box designated "Office" in the mailbox area when you see any indication of needed repairs to the boardwalk.

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 Thursdays. 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 and from 8PM to 9PM daily.

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.

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, exercise room, or playroom. **NO EXCEPTIONS!**

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 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. Your cooperation will be appreciated.

- J. **Life saving equipment** attached to the fence, such as the ring buoy and grab hook, is absolutely not for play. They are for emergency use only.
- 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 play room.
- O. Absolutely no glass beverage containers should be utilized near or around the pool.

XII. **LODGE**



- A. We are proud of the Lodge and hope that the Owners will respect it as they would their own home. This means **cleaning up after yourselves**.
- B. Because of recent incidences at the Lodge, we would like **the upstairs** to be used by adults, or children accompanied by adults.
- C. **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.
- 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.
- 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.
 - 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. Children's videos and games are to be used in the downstairs playroom. We are attempting to make the downstairs room more family friendly so that while children watch videos and their shows, adults may be watching sports or their programs upstairs. This will permit the Media Room to be accessible by more people.
 - 2. **We welcome contributions to the lending library**. When you return the books, try to replace them in the area you found them. We do not have a full time librarian!
 - 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. If there are complaints, we may have to resort to a sign-up sheet for reservations for those who rent videos or want to watch special programs not received in their cottage. 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.

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 the TV at the bar, etc. whenever they want. **Our Owners, not their guests, have the privilege of reserving the room for private use.** Check with the management for approval. A reservation form must be completed at the business office. 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.
3. **The refrigerator** is for cooling food and beverages you bring to the Lodge. It is not for overnight storage of food. 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!
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.
7. **The lamps in the Great Room** are switched on by the switches on the wall by the ovens.

I. Putting Green



1. Because of the lack of parental supervision and abuse of the putting green, it has been eliminated. This area is now reserved for grilling. The small grill is recommended for smaller parties. **Please clean the grills after use.**

J. Exercise Room

1. Because of the lack of parental supervision, equipment has been abused and broken.
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,** we will add a sign-up sheet for reservations for specific equipment.
4. **Adults exercise at your own risk.** Please be careful.
5. Follow audio/video instructions for TV use posted on the wall.
6. After using the equipment, please disinfect the machines you use with the supplies provided. Leave a note in the "Office" box located by the Gatehouse if supplies run out or a machine needs repair or servicing.
7. Unfortunately, because of the abuse the equipment has received, those wishing to use the exercise room will have to obtain a personal key from the office.

K. **Children's Playroom**

1. It is our intent that this be a FAMILY FRIENDLY room. Small children may need supervision. Children's games, puzzles, and videos are to remain in the room and picked up after use. Toys in the Lodge are to be confined to this room only.
2. **Windows are to remain closed at all times.** Children are not allowed to crawl in and out of the windows. This room is air conditioned.

L. **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, but caution should always be observed.
3. **Please rinse sand off before going into the swimming pool.**
4. This is the only area in Backwater where swimming is permitted off the shoreline.

M. **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.

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 of fifteen (\$15) for overnight docking. If you have a guest that brings a boat to Backwater Landing, the guest can only tie up with prior permission. If space is not available, they cannot tie up anywhere. As of June, 2007 there are no spaces available and there is a waiting list for slips. A \$100 non-refundable deposit must be made to have your name put on the waiting list. When a slip becomes available, (depending upon the time of year) you either take the slip available or lose it as well as the deposit. To get on the waiting list again, you would need to pay an additional \$100 non-refundable deposit and go to the bottom of the priority list. The \$100 deposit will be applied to the total cost of the slip rental when a slip becomes available to you.

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.

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.

C. Christmas decorations may be displayed just before Thanksgiving, and must be removed by January 8th.

XV. ENTRANCE

A. We are asking that no other vehicles be allowed past the new security gate with your new gate cards unless the Office receives prior notification. We are also getting very serious about vehicles that are trying to beat the closing gate, bring trailers and/or boats past the new gate. Anyone striking the new gates will be responsible for all charges to repair the damages. Repairs to damaged curbs, sprinkler systems, landscaping, etc., caused by the owners, will be billed directly to the cottage owners.

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 posted on the entrance to the cottage.

B. A letter will be mailed to the owner, to the address of record.

C. 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.

D. 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.

E. 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 Section fifteen of your lease agreement will go into effect and you will be responsible for the legal fees to correct the situation.

*The **Management** appreciates and 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

