



COMMUNITY COVENANTS

TABLE OF CONTENTS

A. OCCUPANCY AND REGISTRATION..... 3

B. COLLECTION OF RESORT FEES..... 4

C. TERMINATION OF OCCUPANCY 4

D. HOME AND CAMPSITE GUIDELINES FOR MAINTENANCE AND IMPROVEMENTS 4

1. HOME STANDARDS 5

2. DESIGN GUIDELINES 5

E. UTILITIES 9

F. CONDUCT 10

G. SUPERVISION OF CHILDREN: 11

H. PETS 11

I. RESORT FACILITIES 12

J. INSURANCE, DAMAGED AND DESTROYED HOMES 12

K. SECURITY 13

L. SUBLETTING, GUESTS, AND HOME SALES..... 13

M. VACATING AND REMOVING A HOME FROM A CAMPSITE..... 13

N. VEHICLES 14

O. GRIEVANCE PROCEDURE..... 15

P. PROPERTY TAXES 15

R. OTHER 15

INDEX 16

APPLE ISLAND RESORT COVENANTS

The following Community Covenants governing Apple Island Resort (hereinafter referred to as "Resort") have been prepared in accordance with the law to (1) provide all Residents with sensible, reasonable, and responsible guidelines to follow; (2) so that proper order can be maintained; and (3) so that the rights and privileges of Residents will not be left undefined. Resort Management will, to the best of its ability, enforce these Covenants in a fair, non-discriminatory, consistent, and uniform manner. When Residents agree to abide by these Covenants, they contribute to the positive well-being of the Resort and all its Residents.

Residents must respect policies, procedures, and guidelines that have been developed regarding Residency and the use of Resort's facilities.

References

<i>Home</i>	<i>Recreational Vehicles, Cottages, Park Models</i>
<i>Residents</i>	<i>Occupants listed on the Seasonal Campsite Lease and Deeded Easement Owners</i>
<i>Resort</i>	<i>AIR Development, LLC (d/b/a Apple Island Resort)</i>
<i>Residency or Occupancy</i>	<i>Limited and strictly enforced occupancy from May 1st to October 20th each year.</i>

Resort Standards or other standards mentioned in these Community Covenants refer to written standards, which are available upon request. These standards are subject to change at any time at the sole discretion of the Resort. All approvals, including Resident Design Approvals, required in these Community Covenants must be in writing.

A. OCCUPANCY AND REGISTRATION

1. As required by the State of Vermont Land Use Permit, only seasonal occupancy is permitted from May 1st to October 20th each year. The occupancy period will be strictly enforced. Driving in the Resort is prohibited from October 21st to May 1st; however, Residents may walk the grounds to inspect their homes.
2. Prior to occupancy, all prospective Residents must:
 - a. Provide information requested and execute all forms provided by Resort Management.
 - b. Be approved for occupancy by Resort Management in accordance with current occupancy policy.
 - c. Be named on and sign all applicable agreements for occupancy.
 - d. Obtain approval of their pet(s) and sign the Pet Agreement.
 - e. Individuals failing to comply with these requirements shall be deemed trespassers and shall immediately be removed from the Resort.
3. A single home only is permitted on a campsite with the maximum permitted occupancy of six (6) individuals.
4. Written permission is required to put up a small tent. Tents may be set up for no more than three (3) days at a time. The number of occupants may not exceed the maximum number permitted on the campsite.
5. As applicable, any change in occupancy must be reported to, and approved by, Resort Management.

B. COLLECTION OF RESORT FEES

1. **Due Date:** Rent, assessments, and other charges are due and payable in accordance with the applicable documents governing occupancy.
2. **Additional Fees:** Bills for additional charges, such as electric, must be paid by the 15th of each month.
3. **Payment:** Resort Management requires that all payments are made by ACH (preferred), check, money order, or credit card (preferred). Management reserves the right to refuse payment by third party checks. Residents whose checks have been returned unpaid for any reason may be required to tender payment by ACH, Money Order, or Bank or Cashier's Check.
4. **Late Fee:** Late fees will be assessed according to applicable documents governing occupancy.
5. **Returned Check Fee:** A fee will be assessed for any returned checks. This fee will be consistent with applicable law and is subject to change.

C. TERMINATION OF OCCUPANCY

In accordance with Vermont law, the Resort has the right to terminate any seasonal lessee's occupancy at the Resort at any time for any violation of the Resort Covenants or Resort Standards. Violations by easement owners will be handled in accordance with the governing documents of the owners' association.

D. HOME AND CAMPSITE GUIDELINES FOR MAINTENANCE AND IMPROVEMENTS

Homes entering the Resort must follow Resort Standards and must be installed in compliance with industry standards, manufacturer's specifications, all applicable laws. Residents are responsible for the installation of their home. All contractors and workers must have worker's compensation and liability insurance, satisfactory to the Resort and documented in writing.

Each Resident shall keep their site and home in a clean and neat condition and free of any hazardous conditions. If a Resident causes any damage to the campsite including, but not limited to, paving, landscaping, or utility systems, they will be held financially responsible for repairs. No storage is permitted around or under homes or in screened rooms. All items must be stored inside the home or storage shed, except standard patio furniture and barbecue equipment in good condition, which may be left outside seasonally.

Prior to any changes, additions, or work performed on the site or on the exterior of the home, including but not limited to, the specific items listed, Resident must complete a Resident Design Approval form and have it approved in writing by Resort Management. A Resident Design Approval form is available at the Resort Office and completed forms must be submitted to the General Manager. If the improvement is an established Resort Standard, such as a shed or wood deck, the appropriate standard form must be initialed by the Resident. A response will be issued in a timely manner; however, please allow up to 14 days, as some improvements may require more than one approval. Any unapproved site changes or violations will be subject to notice. For any approved site work, quiet hours¹ must be observed, and construction-based work creating objectionable noise (power tools, etc.) may NOT take place on

¹ Quiet Hours: 10:00 PM to 8:00 AM Sunday through Thursday and 11:00 PM to 8:00 AM Friday and Saturday, or as otherwise determined by Resort Management

weekends (Friday 4pm – Sun 4pm, extended to include the Monday of any holiday weekend). Please note all improvements to a campsite become the property of Apple Island Resort and are not subject to removal upon relocation of home or termination of residency unless noted otherwise.

The cost of improvements, repairs, maintenance, and/or additions to a Resident's home, campsite, or utilities is the Resident's sole responsibility. In no event will a Resident permit a lien to be placed on a Resident's campsite. If there were to be any such lien, the Resort will have the right, but not the obligation, to pay for and discharge same and thereafter collect such payment from the Resident.

If the Resident does not maintain the campsite in accordance with these Covenants, Resort Management may, at its option, make such repairs and invoice the Resident for these services. The amount will be determined by the Resort, is subject to change, and invoices will be due and payable in full upon receipt.

If, in the judgment of Resort Management, any improvement, including your home, no longer meets the aesthetic standards universally applied, management will have the right to require the specific item be addressed and rectified.

1. HOME STANDARDS

All homes are subject to approval and inspection by Apple Island Resort and subject to exact specifications and regulations. An RV or park model (cottage) is to be placed on a campsite as approved. Any change in placement must be approved by Resort Management.

Homes entering the Resort must follow Resort Standards. Residents are responsible for the installation of their home in the Resort. Homes must be installed in compliance with industry standards, manufacturer's specifications, all applicable laws, and Resort Standards. All contractors and workers must have worker's compensation and liability insurance.

- a. The make, model, color and configuration of the home, as well as roof colors and materials, must be approved by Resort Management.
- b. The home must be a legal recreational vehicle as defined by current codes accepted by Apple Island Resort. Specifically, but not exclusively, all units must be no more than 400 square feet, with the RVIA seal (certifies unit as an RV).
- c. Homes must have vinyl skirting, approved by Resort Management. Conventional travel trailers or fifth wheel RVs do not require skirting.
- d. Home hitches must be removed and placed under the home.
- e. A central air conditioning unit with external components may be placed on the side of the home not facing the street. The external component must be set on a base complying with manufacturer's specifications and/or governmental code. Air conditioners must be in good repair and free of rust or loose covers and connections. Window air conditioners are not permitted. Design and placement of air conditioning units must be approved by Resort Management using the Resident Design Approval form and process.

2. DESIGN GUIDELINES

- a. **Landscaping:** Lawns, landscaping, trees, and shrubs on each campsite must be maintained by the Resident. Apple Island Resort will mow campsite lawns where no outdoor items are located. Residents are responsible for maintaining any lawn not

mowed. Residents are to water and trim the lawn, trees, and shrubs to maintain a well-kept appearance.

Any improvement or alteration to the campsite's landscape must have prior design approval to ensure the safety of underground utilities. Utility locates must be requested from the appropriate utility company before any landscape installation. There is to be **NO** planting in any utility easement area. Landscape improvements include adding pegs, posts, shrubs, trees, plants, or anything on or below the surface of the ground. All shrubs, trees, and plants installed by the Resident will become the property of the Resort when the Resident vacates the Resort. There is to be no protective or decorative fencing.

- (1) **Planting areas:** Planting areas may be created to edge a home, walkway, or shed. They will be no wider than twenty-four inches (24"). They may contain shrubs, annuals, perennials, or ground cover and will be mulched and maintained appropriately. Planting areas are to be delineated by a walkway, parking area, or other approved edge. If next to a sidewalk, remove soil so that sidewalk becomes the retaining edge. Landscape barriers of any type are not permitted.
 - (2) **Tree Location:** Trees will be planted no closer than four (4) feet to a home, sidewalk, or street, with a limit of three (3) trees per campsite. They should not be placed in such a way as to form a row or wall. Trees should be planted at least twenty (20) feet apart. They must be maintained according to the requirements of Apple Island Resort and pruned to the specifications of the species.
 - (3) **Shrubs:** Shrubs may be planted around the home, to edge a walkway, screen a shed, or as decorative freestanding elements. They may not be used as a privacy hedge on any side of the campsite and should not be in any lineal fashion more than six (6) feet in length unless they are against the home or shed. They must be trimmed to no more than five (5) feet in height.
 - (4) **Annual, Perennial, and Vegetable Gardens:** Annuals and perennials can be planted in the areas created by the planting of trees and shrubs. Flower and/or vegetable gardens are permitted providing they do not interfere with the adjacent campsite and do not exceed one hundred (100) square feet in area. Structures to support flower/vegetable plants may be used providing they are appropriate for the plant, they are no higher than three (3) feet and they are removed at harvest time or the end of the growing season, whichever comes first.
 - (5) **Lawns:** All areas of the campsite other than those areas mentioned above should be lawn and maintained according to the requirements of the Resort.
- b. **Skirting:** A Resident Design Approval request must be submitted by the resident before the installation or replacement of skirting, not including minor vinyl panel replacement. All skirting must be installed by an insured and licensed contractor. Building permits must be obtained, if applicable, not including minor vinyl panel replacement. Skirting to be installed, including the replacement of the home's skirting, must be vertical panel vinyl skirting with top and bottom rails. Skirting must be of a color approved by the Resort.
 - c. **Decks:** The Resort does not require the installation of a deck on a deeded or seasonal campsite. All new deck construction, or the refurbishment of an existing deck, must have a resident design plan submitted to Resort Management for approval. All decks must be built by an insured and licensed contractor. Building permits, if applicable, must be obtained before construction.

-
- (1) Deck carrying posts must be anchored to concrete piers, 36" minimum or to bedrock, using 12" sono tubes, and placed on patio block or a patio paver base. If constructed on a deeded campsite, deck posts, stair construction, and skirting may sit on a 3½" poured concrete base. If constructed on a seasonal campsite, no concrete base is allowed.
 - (2) Posts are to be 4" x 4" with beveled top installed at all corners and stair assembly. Additional posts are to be evenly spaced at 6'-0" O.C. minimum.
 - (3) Stair treads are to be 2" x 6" on wooden cleats screwed into 2" x 12" stringers. Stair riser height is to be equally divided into deck height with 6"- 8" maximum riser height or per local code. Stair width shall be a minimum 42" clear.
 - (4) A railing is to be built around the deck and both sides of the stairs. The railing on the stairs must match the railing on the deck.
 - (5) Pickets are to be 2" x 2" at 5"O.C. with maximum a 4" opening between or per local code.
 - (6) 2" x 6" horizontal top rails are to be 36" above the finished deck surface.
 - (7) The full perimeter of the deck, including steps, must be skirted. The color of the skirting must match the skirting on the home.
 - (8) All wood decking and railings are to be solid stained (not painted) to match the home or trim color. The solid deck stain color shall be approved by Apple Island Resort.
 - (9) Minimum size for deck is 4' x 4'.
 - (10) Vinyl decks and steps may be permitted with submission of a Resident Design Approval request.
 - (11) Apple Island Resort will only approve the installation of decks on sites with a cottage. A stone patio is acceptable for sites with an RV.
- d. **Steps:** Steps must be approved in writing in the form of a Resident Design Approval and must comply with current Resort Standards. Steps may be incorporated into a raised deck design and must then conform to Deck Standards.
 - e. **Storage Sheds:** A Resident Design Approval must be submitted to Resort Management for approval before the construction or purchase of a storage shed. Only one (1) shed is permitted per campsite.
 - f. **Storage:** Bicycles, tricycles, wagons, scooters, canoes, kayaks, or any other type of camping gear, recreational equipment, or toys; wading pools; lawnmowers and power tools; and any other mechanical devices must be stored in the home, storage shed, or RV/Boat storage area when not in use. Swing sets, basketball hoops, trampolines, and playhouses are not permitted.
 - g. **Fireplaces and Firewood Storage:** All campfires must be kept fully within the fire ring and at a reasonable level. Firewood storage is permitted in a resort-approved shed or contained in a storage rack or box with cover that is no larger than 4' wide x 4' deep x 5' tall. Firewood storage racks or boxes must be approved by Resort Management.
 - h. **Flags and Flagpoles:** The size, height, style, and location of all flagpoles will be approved on an individual basis pending the completion of a Resident Design Approval request. A maximum of one (1) flag may be displayed in good condition, fully within

-
- your site, not obstructing traffic sight lines, or posing an impediment to passing vehicles or pedestrians.
- i. **Outdoor Lighting:** The placement of any outdoor lighting devices, whether on the campsite or attached to the home, must be approved by Resort Management.
 - j. **Antennas:** Antennas and satellite dishes are prohibited except those designed for direct broadcast satellite (DBS) services and are one meter (39 inches) or less. Outdoor reception devices must be installed on the roof of the Resident's home. Only one (1) satellite dish is permitted on a campsite. Placement of a satellite dish anywhere on the campsite, except on the roof of the home, is prohibited.
 - k. **Propane Tanks:** Any 50- or 100-gallon propane tanks brought into Apple Island Resort require the Resident Design Approval process identifying the proposed location and commercial LP gas supplier. Location must be at the rear of the campsite and legal distances away from all electric sources. In addition, tanks must be new or "like new" (freshly painted by gas supplier).
 - l. **Exterior Painting:** Color selection for homes or other improvements being repainted are considered part of the Resident Design Approval process. The Resort Office can provide residents with a color chart from which a color may be selected before painting. A trim color selection must go along with the designated body color.
 - m. **Clotheslines:** Only collapsible or umbrella type clotheslines are permitted. Design and placement require approval by Resort Management. No hanging of clothes or any other materials outdoors, other than on a clothesline, is permitted. Clotheslines must be collapsed immediately after use.
 - n. **Trash Collection:** Trash must be kept in plastic bags and always placed in covered containers. No large items (such as appliances, mattresses, and tires), no hazardous waste, and no items other than household waste are permitted to be left outside your home. Burning of garbage and leaves is NOT PERMITTED. You will be given twenty (24) hours to remove large items after which Resort Management has the right to dispose of these items and assess a fee.
 - o. **Windows:** Windows are not to be covered with foil, paper, cardboard, wood, metal, or other nontransparent substance or material. Appropriate curtains or blinds will be the only window coverings permitted. Materials of a commercial nature designed to reduce or eliminate glare and harmful sunrays may be installed to the manufacturer's specifications on the interior of the home only. All window screens must be kept in good repair. Stacking of boxes, furniture, or other items against the interior windows which appears unsightly from the exterior of the home, is prohibited.
 - p. **Screened Porches:** Screened porches should contain customary home furnishings and may not be utilized as a storage area.
 - q. **Handicap Access:** Equipment required for handicap access is permitted at the Resident's expense. Prior to installation of any handicap improvements or equipment, the Resident must obtain written permission from Resort Management through the Resident Design Approval process. Such improvements or equipment must comply with all appropriate standards, building codes, and regulations (if applicable) and shall be built by a licensed contractor.
 - r. **Prohibited Items:** The following is a partial list of items that are expressly prohibited on campsites. The list includes those items most requested and is not fully inclusive of all items that are prohibited.

-
- Storage boxes or sheds that exceed one (1) total per campsite.
 - Plastic ornaments such as plastic flowers, tire planters, etc. or anything that creates a cluttered site.
 - Outdoor hot tubs, children’s swimming or wading pools, inflatable waterslides, basketball hoops, trampolines, miniature playscapes, and swings/swing sets.
 - All types of fencing, other than installed by Resort Management.
 - Railroad ties, landscape timbers, or any other type of landscape barriers.
 - Dog runs and doghouses. (Dogs may not be tied to trees or chained to a dog-stake in the ground on the dog owner’s site. The resident is responsible for all damages to the campsite, or the common areas caused by their dog.)
 - Anything attached to a tree (including, but not limited to, clotheslines, hammocks, feeders, signs, satellite dishes, and dog chains).
 - All “For Sale” signs are prohibited.
 - Canoes, kayaks, camping gear, or any other recreational equipment not stored in the home or storage shed.
 - Trailers, boats, or RVs (other than the primary home) may not be stored on the campsite., RVs and boats may be parked on the campsite parking area for no more than twenty-four (24) hours for loading and unloading purposes only with prior approval from Resort Management. The resort provides a storage area for trailers, boats, and RVs on a first come, first serve basis.

E. UTILITIES

Utility Connections: Residents are required to connect to water, sewer, electric utilities, and telephone, as applicable, on the campsite.

Water and sewer are included in the applicable rent or assessment fees. Propane and electric, if charged, are invoiced separately. Residents must provide the Resort Office with a valid credit card for processing of the applicable charges.

1. **Repairs to Utilities:** Residents are responsible for the repairs to utilities between their home and the following:
 - a. Circuit breaker at the electrical pedestal
 - b. Water riser/shut off
 - c. Sewer riser
 - d. Telecommunications cable connection
2. **Interruption of Service:** Resort Management does not have liability or responsibility to the Resident if Resort Management is delayed or prevented from providing any utility or other service which it has undertaken to provide due to causes beyond Resort’s reasonable control. This shall include periods during which any service is interrupted by reason of the maintenance or repair of any equipment utilized in providing such service.
3. **Tanks:** All fuel tanks must be maintained and in good working order. One gas barbeque with attached LPG tank, maximum twenty pounds (20 lbs.), is permitted on each campsite, as well as one 50- or 100-gallon propane tank for use by the home, which must be approved by the Resort.

-
4. **Damage and Costs:** Residents must not dispose of sanitary napkins, disposable diapers, or other items that may block sewage lines by flushing them down the toilet. These items must be wrapped and placed in trash containers. Residents will be financially responsible for cleaning a blockage caused by a violation of this covenant.
 5. **Utility Relocation:** If a utility must be relocated due to a campsite improvement desired by the Resident, the expense of relocating the utility will be the responsibility of the Resident.

F. CONDUCT

All Residents, guests, and visitors must respect the rights of others to enjoy the quiet and peaceful use of the Resort. All Residents, guests, and visitors must act in an orderly fashion and not engage in disruptive behavior.

Prohibited Conduct: The following examples of prohibited conduct will not be tolerated and apply to all Residents, guests, and visitors. Any Resident engaging in this, or similar disruptive conduct will be expected to stop immediately or will be served with a Notice of Violation. Engaging in prohibited conduct may result in eviction, as permitted by law and/or the applicable documents governing occupancy.

1. **Business Activities:** Peddling, soliciting, or conducting any commercial enterprise or profession by a Resident anywhere within the Resort is not permitted.
2. **Damage and Destruction:** Willful damage or destruction of any Resort property or any Resident's property within the Resort is prohibited. Residents are encouraged to fill out a written report on any such incident.
3. **Criminal Activity:** Criminal conduct whether charged or convicted is prohibited.
4. **Firearms and Fireworks:** There shall be no visible transporting of firearms or any other weapon, brandishing of a firearm or weapon, or any attempt to intimidate, threaten, or harm anyone with a weapon by any Resident or guest. The use of any type of weapons including firearms, BB guns, slingshots, knives, and bows and arrows is prohibited. Residents are prohibited from lighting and using fireworks in the Resort.
5. **Gambling:** Gambling as defined by law is prohibited.
6. **Alcoholic Beverages:** Any and all drinking of alcoholic beverages will be reserved for consumption within the confines of one's home or campsite. Drinking may be permitted at Resort events. Public drunkenness, drunk driving, or improper conduct stimulated by alcoholic consumption is prohibited.
7. **Controlled Substances:** The selling, possession, manufacturing, intent to deliver, sell, and/or use of controlled substances; the driving of vehicles under the influence of same; or the conduct of oneself in a disruptive manner while under the influence of such substances are prohibited.
8. **Noise:** Excessive noise or loud parties that disturb the peace and quiet of other Residents will not be permitted. This includes noise made by voice, radios, stereo systems, televisions, musical instruments, or other noise making apparatus. Quiet hours are from 10:00 PM to 8:00 AM Sunday through Thursday and 11:00 PM to 8:00 AM Friday and Saturday, or as otherwise determined by Resort Management.
9. **Health Codes:** Violation of applicable health codes or ordinances is prohibited.

-
10. **Animals:** With the exception of bird feeders, the feeding of wild animals within the Resort is prohibited. Residents are discouraged from doing anything to attract wild animals.
 11. **Yard Sales:** No yard, patio, porch, or other sales of one's personal property is permitted within the Resort unless approved by Resort Management.
 12. **Home Safety:** Any condition or material that constitutes a fire hazard will not be permitted. Each home will contain all safety equipment required by law.
 13. **Electronic Devices:** Any electronic device that interferes with general radio, television, or other common household electronic devices is not permitted.
 14. **Trespassing:** Residents are prohibited from trespassing on occupied or vacant campsites.
 15. **Harassment:** Residents are prohibited from harassing other Residents, their guests, and Resort Management.
 16. **Curfew:** Resort Management has the right to enforce any curfew imposed by the local municipality.

G. SUPERVISION OF CHILDREN:

Children under six (6) years of age must be supervised by a parent, guardian, or caregiver at least fourteen (14) years of age in all common areas of the Resort, except for the swimming pool. When using the swimming pool facilities, children under twelve (12) years of age must be accompanied by a parent, guardian, or caregiver at least eighteen (18) years of age who is responsible for the child's behavior.

H. PETS

No more than two (2) dogs are allowed per household. Pets must be licensed and properly vaccinated in accordance with local ordinance, be approved by Resort Management, and be listed on the Pet Agreement. Pets must wear a tag bearing the owner's name and any licensing tags. Pets must be always on a leash when outside and may not be left unattended outside the home or in a screened-in porch.

1. **Dog Breeds:** Breeds or mixed breeds commonly known to be of an aggressive nature, including but not limited to, Pit Bull, Chow, Rottweiler, Siberian Husky, Shar-Pei, German Shepherd, and Doberman Pinscher, are not permitted. Resort Management reserves the right to determine the acceptability of any pet.
2. **Noise:** Noisy or unruly pets or those that cause complaints will not be allowed to remain in the Resort.
3. **Common Areas:** Pets will not be allowed in common areas or neighbors' campsites.
4. **Clean-up:** Pet owners are responsible for the removal of all pet excrement or litter from the campsite or from any place in the Resort.
5. **Liability:** Pet owners will be liable for all damages caused by their pet.
6. **Exotic Pets:** Exotic pets, including but not limited to, snakes and wild animals, are not permitted.
7. **Signs:** "Beware of Dog" or similar signs are not permitted.
8. **Pet Enclosures:** Outdoor pet enclosures are not permitted.

I. RESORT FACILITIES

Recreational facilities are for the exclusive use of Residents in good standing, their guests (when accompanied by the Resident), and Resort guests on a "use at your own risk" basis. AIR Development, LLC (d/b/a Apple Island Resort) is not responsible for accidents or injury to any person. These facilities, which may include a Community Center, swimming pool, common areas, as well as other Resort-owned facilities, are private property; their use is a privilege rather than a right. Any person who remains within the confines of the Resort after being requested by Resort Management to leave will be considered trespassing under Vermont law.

1. **Posted Guidelines:** Guidelines posted at recreational and other common areas must always be observed and will be strictly enforced.
2. **Fees:** A deposit and/or fee may be required for the use of any recreational facility for parties or private use.
3. **Private Use of Facility:** Use of the Resort facility for a private function will require the Resident executing a specific agreement for this purpose. To make arrangements, consult with the Resort Management.
4. **Refusal:** Resort Management reserves the right to refuse the use of all facilities to a person who violates the Resort Covenants, Resort Guidelines, or Resort Policies.
5. **Lost/Stolen Articles:** Resort Management is not responsible for lost or stolen articles.
6. **Attire:** Appropriate attire, determined by Resort Management, will always be worn at the Resort facilities.
7. **Mailboxes:** There is no mail delivery, nor do we accept mail for occupants. UPS and FEDEX may deliver directly to your site or alternatively to the administrative offices. Make sure to include your site address for all deliveries. The physical address is: 71 US Route 2, South Hero, VT 05486.
8. **Laundry Facilities:** Laundry facilities exist at the Resort and are available for Residents' and Resort guests' use only. Facilities and equipment in the laundry rooms are to be used only for their designated purpose. Resort Management assumes no responsibility for the proper operation of or damage caused by the laundry equipment. The availability of the laundry facility is subject to termination by Resort Management at any time upon proper notice.
9. **Alcohol:** The use of alcohol is not permitted in any Resort facility at any time, unless specified at a Resort event.

J. INSURANCE, DAMAGED AND DESTROYED HOMES

The Resort is not responsible for the maintenance of insurance on your home including fire, casualty, and liability insurance. Each Resident must carry adequate "Fire and Extended Coverage" insurance on his home and must also maintain reasonable general liability insurance. Each Resident will be required to provide suitable evidence of such insurance to Resort Management upon request.

If the exterior of a home is damaged, the home must be repaired within thirty (30) days. If a home is destroyed, it must be removed from the Resort at the homeowner's expense within fourteen (14) days. However, if the home represents a hazard, then it must be removed from the Resort at the homeowner's expense within three (3) days.

K. SECURITY

It is the Resident's sole responsibility, and not the Resort's, to provide for his own security needs, including the need for fire or police. The providing of Courtesy Patrols or gates by the Resort does not constitute providing of any security service. In the event of any emergency, local police, or fire departments or 911 should be contacted.

L. SUBLETTING, GUESTS, AND HOME SALES

1. **Subletting:** No Resident may sublet his home or campsite, take in boarders, or permit anyone other than registered occupants to live on the premises, except for Residents enrolled in the Resort's Rental Program.
2. **Guests:** Guests are allowed to visit Residents for not more than thirty (30) days total per season. Guests must register with Resort Management.
3. **Home Sales:** Residents must notify the Resort Office if they desire to sell their home and/or campsite easement. Any offer to sell must comply with applicable governing documents. If Resort Management is in the business to perform such sales, the transaction must be conducted through the Resort Office, and a transaction fee or commission may apply.
4. **Home Sales / Qualification of Prospective Resident:** If a prospective Resident desires to purchase a deeded easement and/or home from a Resort Resident and desires to leave the home in the Resort, the buyer must first apply for residency and be accepted by Resort Management prior to the consummation of the sale. *Resort Management reserves the right to refuse any prospective Resident if he does not meet Resort qualifications.*
5. **Home Sales / Qualifications of Home:** Residents who intend to sell their home that will remain in the Resort must have their home inspected by Resort Management to insure the home will meet current Resort Home and Campsite Standards. If a prospective Resident desires to purchase a home within the Resort, the home and campsite must follow current Home and Campsite Standards.
6. **Replacement of Homes:** Prior to the replacement of any home with another, the Resident must notify Resort Management and submit any required forms for approval, which must be obtained in writing prior to moving another home onto a campsite.
7. **Advertising a Home for Sale:** A Resident who desires to sell his home may not advertise in the Resort.

M. VACATING AND REMOVING A HOME FROM A CAMPSITE

Residents removing a home and vacating a campsite must leave the campsite clean and free of debris within forty-eight (48) hours. Residents will notify Resort Management in writing no less than thirty (30) days prior to the removal of their home. (The exception will be if the home is a "Destroyed Home" as per **Section J. Insurance, Damaged and Destroyed Homes of these Covenants.**)

Failure to remove the home on or before the date specified in the notice shall require the Resident to provide a new notice upon the same terms and conditions as the original.

N. VEHICLES

1. Registration:

- a. Residents must register with Resort Management any vehicle kept in the Resort. Vehicle identification must be displayed, if provided. No more than two (2) vehicles will be registered for any campsite.
- b. If the Resort requires vehicle identification stickers, you must comply with designated guidelines.

2. Parking:

- a. **Designated Areas:** Motor vehicles must be parked in off-street areas provided or in designated areas within the Resort. On-street parking is not permitted. Resort Management may designate specific parking areas on specific campsites.
 - b. **Vehicle Size Requirements:** Parking is provided only for passenger vehicles in good operating condition, currently licensed, and with no more than two axles. No vehicles with a load capacity excess of one (1) ton will be parked within the Resort, except when making normal deliveries.
 - c. **Resident Parking:** A parking area for no more than two (2) vehicles will be provided for each cottage.
 - d. **Visitor Parking:** Visitors are defined as non-Residents remaining in the Resort less than twenty-four (24) hours. Visitors must obtain a pass from the Resort Office and always display it on their vehicle. Visitors must park in areas designated by Resort Management.
3. **Repairs and Maintenance:** The repairing of any motor vehicle within the Resort, other than the changing of tires or road-aid service, is prohibited. Auto washing will be permitted in the parking area located at the campsite.
 4. **Motorcycles, Mopeds, and Motorized Scooters:** Motorcycles, mopeds, and motorized scooters are permitted provided they are used only for ingress and egress. Storage of these vehicles must either be in an approved shed or in the designated parking space.
 5. **Vehicle Covers:** Only commercially produced vehicle covers are permitted.
 6. **Traffic Control:** Residents must observe all traffic control signs and drive in a safe and responsible manner.
 7. **Other Motor Vehicles:** Off-road vehicles or unlicensed vehicles will not be allowed in the Resort. Golf carts will be permitted when operated by a licensed driver.
 8. **Removal:** Unlicensed, inoperable, non-permitted, or illegally parked vehicles are subject to removal or disabling by Resort Management, in accordance with local laws, at the Resident's expense.
 9. **Noise:** All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines will not be "raced", "gunned", or "revved" in a manner that will disturb the peace and quiet of the Resort.
 10. **Recreational Vehicles, Boats, Utility Trailers, & Storage:** Recreational vehicles other than the primary home, boats, boat trailers, and utility trailers shall not be stored, parked, or kept within the Resort. No person may sleep or live in a recreational vehicle if not the primary home.

A **Storage Agreement** must be signed with Resort Management prior to use of storage area for all boats, trailers, and other vehicles. A storage fee and key fee may be assessed. Storage is provided on a “first come, first served” basis and is at the Resident’s risk.

- 11. Bicycles, Skateboards, Scooters, and Roller Blades:** These must be operated in accordance with all local safety requirements, in a non-disruptive manner, and must not in any way cause destruction of Resort property.

O. GRIEVANCE PROCEDURE

To facilitate the prompt and equitable resolution of any concern by a Resident, Resort Management encourages the use of the following procedure: **All concerns should first be expressed to the Resort’s General Manager.**

In the unusual circumstance in which the Resident and the General Manager cannot agree, the Resident should prepare a written statement outlining the nature of the concern and all supporting facts. This statement should include the Resident’s name, telephone number, and address. The statement should then be mailed/emailed to the Chief Executive Officer or similar position who will investigate and respond within a reasonable period.

P. PROPERTY TAXES

Upon taking possession of a Home located at Apple Island Resort, the buyer or transferee shall file the bill of sale and applicable fees with the Town of South Hero Clerk within ten (10) days of its execution. The new owner should contact the Town of South Hero to determine applicable tax burdens, and to obtain information on how the Town of South Hero levies taxes on mobile homes.

R. OTHER

In the event any Resort Covenant or Resort Standard conflicts with any existing law, the law will prevail, but all other portions of Resort Covenants and Resort Standards will remain in full force and effect.

These Resort Covenants shall supersede any prior Covenants that may have been in effect and will govern the rights and responsibilities of Resort Management and Residents from this day forward.

The Resort Owner reserves the right to assign these Resort Covenants and other Agreements entered with any Resident or to any Successor/Owner of the Resort. They shall remain in full force and effect and binding upon the respective parties.

All the terms and conditions of the Occupancy Agreement are specifically incorporated herein by reference as Resort Covenants governing the residency.

The rights of Resort Management contained herein are cumulative, and the failure of Resort Management to exercise any right shall not operate to forfeit any other right of Resort Management. No waiver by Resort Management of any of the Resort Covenants shall be deemed to imply a further waiver of that or any other Resort Covenant.

Resort Management has the right to modify these Community Covenants in accordance with applicable law.

INDEX

- Additional Fees, 4
- Advertising a Home for Sale, 13
- Alcohol, 12
- Alcoholic Beverages, 10
- Animals, 11
- Annual, Perennial, and Vegetable Gardens, 6
- Antennas, 8
- Attire, 12
- Bicycles, 16
- Building permits, 6, 7
- Business Activities, 10
- campfires, 8
- camping gear, 7, 9
- Canoes, 9
- central air conditioning unit, 5
- Clean-up, 12
- Clotheslines, 8
- Common Areas, 11
- Community Center, 12
- Community Covenants, 3
- Controlled Substances, 10
- Courtesy Patrols, 13
- Criminal Activity, 10
- Curfew, 11
- Damage and Costs, 10
- Damage and Destruction, 10
- Decks, 7
- Designated Areas, 15
- Dog Breeds, 11
- Dog runs, 9
- doghouses, 9
- dogs, 11
- Dogs, 9
- Due Date, 4
- electric utilities, 9
- Electronic Devices, 11
- Exotic Pets, 12
- Exterior Painting, 8
- Fees, 12
- Firearms, 10
- Fireplaces and Firewood Storage, 8
- Fireworks, 10
- Flags and Flagpoles, 8
- Gambling, 10
- Golf carts, 15
- Guests, 13
- Handicap Access, 9
- Harassment, 11
- Health Codes, 11
- Home Safety, 11
- Home Sales, 13
- insurance, 4, 5, 12
- Interruption of Service, 10
- kayaks, 7, 9
- landscape timbers, 9
- Landscaping, 6
- Late Fee, 4
- Laundry Facilities, 12
- Lawns, 6
- Liability, 12
- Lost/Stolen Articles, 12
- Mailboxes, 12
- Mopeds, 15
- Motor vehicles, 15
- Motorcycles, 15
- Motorized Scooters, 15
- Noise, 11, 15
- Other Motor Vehicles, 15
- Outdoor Lighting, 8
- Parking, 15
- Payment, 4
- Pet Agreement, 3, 11
- Pet Enclosures, 12
- Pets, 11
- Pickets, 7
- Planting areas, 6
- Posted Guidelines, 12
- primary home, 9, 15
- Private Use of Facility, 12
- Prohibited Conduc, 10
- Prohibited Items, 9
- Propane, 8, 9
- Propane Tanks, 8
- Qualification of Prospective Resident, 13
- Qualifications of Home, 13
- quiet hours, 5
- railing, 7
- Railroad ties, 9
- recreational equipment, 7, 9
- Recreational Vehicles, Boats, Utility Trailers, & Storage, 15
- Refusal, 12
- Registration, 15
- Removal, 15
- Repairs and Maintenance, 15
- Repairs to Utilities, 9
- Replacement of Homes, 13
- residency, 5, 13, 16
- Resident, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17
- Resident Design Approval, 4, 6, 7, 8, 9
- Resident Design Approval form, 4
- Resident Home Parking, 15
- Residents, 3, 4, 5, 6, 9, 10, 11, 12, 13, 15, 16
- Resort Covenant, 16
- Resort Home and Campsite Standards, 13

Resort Management, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 15, 16
Resort Standard, 4, 16
Resort's Rental Program, 13
Returned Check Fee, 4
Roller Blades, 16
Scooters, 16
Screened Porches, 8
sewer, 9
sheds, 9
Shrubs, 6
signs, 9, 12, 15
Signs, 12
Skateboards, 16
Skirting, 6
Stair treads, 7
Steps, 7
Storage, 7, 9, 15, 16
Storage Agreement, 16
Storage Sheds, 7
Subletting, 13
swimming pool, 11, 12
Tanks, 10
taxes, 16
Telecommunications cable connection, 9
Traffic Control, 15
Trash Collection, 8
Tree Location, 6
Trespassing, 11
Utility Connections, 9
Utility Relocation, 10
Vehicle Covers, 15
vehicle identification stickers, 15
Vehicle Size Requirements, 15
Visitor Parking, 15
Visitors, 15
Water, 9
Windows, 8
Yard Sales, 11