

MCA Rules and Regulations

RULES & REGULATIONS OF MARLBANK COVE ASSOCIATION, INC.

Pursuant to the authority granted to the Board of Directors (the "Board") of the Marlbank Cove Association (MCA), Incorporated (the "Association") in Section 5.2(g) of the Association Bylaws, the Board does hereby adopt and publish the following revision (number 2) to the Rules & Regulations governing the personal conduct of Association Members and their guests, the use of the common areas and facilities of Marlbank Cove, and the establishment of penalties for infractions of the same. Terms and conditions contained in the Declaration of Restrictive Covenants applicable to Marlbank Cove, as amended from time to time, are incorporated into these Rules & Regulations.

ARTICLE I GENERAL RULES

- 1.1** All persons residing in Marlbank Cove, and/or utilizing the Marlbank Cove common areas and facilities (clubhouse, pool, dock, and green areas), are responsible for reading and/or complying with these rules and regulations.
- 1.2** Members or guests shall conduct themselves so as not to disturb the neighborhood or occupants of adjoining and nearby lots, or so as to violate any public law or ordinance.
- 1.3** No nuisances are allowed within the neighborhood or within or upon its common areas; nor shall any unreasonable activity or practice which is the source of disruption to Members, or which interferes with the enjoyment and use of the common areas or facilities by Members or their guests, be allowed.
- 1.4** All Members and guests shall make a particular effort to minimize noise and other potential disturbances between the hours of 12:00 midnight to 7:00 a.m., Sundays through Friday mornings; and between 1:00 a.m. to 8:00 a.m., Friday nights/ Saturday mornings through Saturday nights/Sunday mornings.
- 1.5** All Marlbank Cove recreational facilities are provided for the use of Members and their guests. Everyone is enjoined to use the facilities wisely and safely, and to keep them clean and presentable at all times. Use by all persons is with the understanding that they assume all risks for injuries they may receive while utilizing the facilities.

MCA Rules and Regulations

ARTICLE II PETS AND DOMESTIC ANIMALS

2.1 No pet or domestic animal ("pet") shall be tied, penned, housed or otherwise contained in the front or on the side of any lot. All pets shall be tied, penned (including electronically), housed or otherwise contained in **rear** yards.

~~X~~ (Members are enjoined to be cognizant of the MCA Restrictive Covenants, paragraph 2, Land Use, subparagraph 2.4--"no family may have more than a total of three dogs, or cats".)

2.2 No pet shall be permitted outside of its owner's house or rear yard containment unless it is accompanied by a Member or guest and is attached to a leash.

2.3 No pet shall be permitted upon the lot of any other Member without the express consent of such Member; nor shall any pet be allowed in the clubhouse or within the pool area. This provision does **not** apply to ~~seeing-eye~~ dogs.

therapy

2.4 Persons walking pets along Marlbank Cove's roads will keep those pets on as short a leash as possible in order to avoid urine-burn or other damage to vegetation located near the roads.

2.5 The person accompanying any pet shall immediately pick up, remove, and properly dispose of all solid waste left by the pet.

ARTICLE III POOL

3.1 MCA Members in good standing, and their guests, are permitted to use the Marlbank Cove pool, as detailed in this Article. Members are required to read these rules and ensure that all family members, and all guests, understand and agree to comply with them before using the pool. If required by the Board, a liability release will be completed annually and handed to the lifeguard before or on the first day of intended pool use.

3.2 The MCA pool season will normally begin on Saturday of the Memorial Day week-end and end on Labor Day. During weekdays following the Memorial Day weekend until York County public schools are closed, the pool will normally be open after school hours. Hours of operation are subject to change on a year-to-year basis. Current operating hours will be published annually prior to the start of the pool season.

MCA Rules and Regulations

3.3 All persons under thirteen (13) years of age*, and all non-swimmers, must be accompanied at all times by a Member or guest member (see sub-paragraph 3.5, a., below, for definition of "guest member") that is able to swim and that is over 16 years of age. For non-swimmers to be in the water, the Member or guest-member at least 16 years of age must be in the water with them, and the non-swimmer must wear a flotation device when in any area of the pool where the water is deeper than chest height on the non-swimmer.

(* MCA Member children eight (8) years of age and older who demonstrate to the lifeguard on duty the ability to safely swim, unaided, for three (3) non-stop lengths of the pool, as well as the ability to act responsibly and in compliance with the pool rules, may, at the sole discretion of the lifeguard, be permitted unaccompanied use of the pool. No unaccompanied child age seven (7) or younger may be within the pool fence at any time, under any circumstances.)

3.4 The pool may **not** be reserved for private functions at any time; however, Members **may** use the pool for entertaining guests during normal hours of operation under the guest provisions described in paragraph 3.5, below.

3.5 Guests of MCA Members in good standing shall be permitted to use the pool on the following basis:

a. Guests who are visiting in a Member's home overnight or longer, Member-employed nannies, and non-Member baby sitters (who are at least 16 years of age) accompanying children of MCA members, **are** considered "guest-members", and accordingly are allowed to utilize the pool in the capacity of a Member. Members' children under sixteen (16) years of age shall be allowed only one (1) guest-member each under this provision.

b. All day-guests must be accompanied by a Member at all times. The accompanying Members are responsible for informing their guests of all applicable rules of conduct.

c. Should over-crowding of the pool by guests become a problem, the lifeguards may, at their discretion, direct that all guests leave the pool to ensure its safe enjoyment and use by Association Members present.

d. All Members are required to register their guests upon entering the pool area, if so required by the Board and/or lifeguard.

MCA Rules and Regulations

3.6 Entry to and exit from the pool area shall be by the gate only. Climbing the fences is strictly prohibited.

3.7 All pool users shall pick up their trash and litter and shall properly dispose of it in the receptacles provided before leaving the pool area. Smokers will properly dispose of butts.

No Smoking within the pool fence (cigarette?)

3.8 The furniture and equipment in the pool area has been purchased by the residents of Marlbank Cove for the use and enjoyment of all pool users. Persons damaging such furniture or equipment through improper use, carelessness, or abuse may be assessed by the MCA for the cost of their repair or replacement.

3.9 The lifeguards are authorized to take such action as they deem necessary in order to promote safety and the enjoyment of the pool area by all users. The lifeguard may suspend the swimming privileges of any pool user for up to a full day for violation of pool rules, failure to follow instructions, or failure to cease offensive or potentially dangerous behavior. Repeated violations and more serious offenses shall be reported to the Board or its representative (i.e., the Pool Committee Chair), who may impose longer suspensions of privileges, and/or fines, depending on the circumstances.

3.10 The following general safety and use restrictions apply:

a. No one may enter the pool under any circumstances (except authorized maintenance personnel) unless an MCA-contracted lifeguard is on duty.

b. No one is to use the pool outside of the open hours of operation.

c. Running, unruly play or conduct, or the use of profane or offensive language is prohibited.

d. Diving, flips, or handstand jumps are prohibited. The lifeguards may, at their discretion, restrict jumping into the pool as well if safety is a concern.

e. Unnecessary conversation with the lifeguard on duty is prohibited when persons are in the water or in proximity to the pool's edge.

f. The lifeguards may, at their discretion, restrict the use of swimming aids, flotation toys, balls, etc., if safety and/or the comfort of other pool users is a concern.

MCA Rules and Regulations

g. The lifeguards may clear the pool of all swimmers at any time they deem necessary. The pool shall be cleared of all children under sixteen (16) years of age, and all non-swimmers, during the last ten (10) minutes of each hour to allow lap swimming, and a break for the lifeguard.

h. In the event of lightning sightings or thunder, or other inclement weather, the lifeguard may close the pool to all users in the interests of safety. When such a pool closing is announced, adult pool users shall assist small children as necessary in leaving the pool, and/or themselves exit the water immediately, locate their belongings, and move to a safer area.

i. No persons with bandages, open infections, sores, or the like, will be allowed into the pool.

j. Unsanitary practices, such as spitting or blowing one's nose in the water, etc., are strictly forbidden.

k. All pool users must shower prior to entering the pool.

l. Bobby/hair pins and loose items in the hair will be removed before entering the water.

m. Attire other than bonifide swimming suits must be approved by the lifeguard prior to wearing in the pool.

n. Radios, tape/CD players, and other forms of sound reproduction equipment are strongly discouraged in the pool area due to their disruptive effect on the enjoyment of the pool by others, their potential to interfere with the duties of the lifeguards, and the risk of shock due to the proximity of water. The lifeguard, or any adult Member, may require any pool user to lower the volume to an acceptable level as determined by that lifeguard or Member, or to cease using the device altogether. Such devices shall not be played so as to disturb other Members or guests.

ARTICLE IV CLUBHOUSE

4.1 The Marlbank Cove clubhouse and surrounding grounds are intended for the use of all MCA Members in good standing and their guests, as detailed in this Article. Members are required to read these rules and ensure that all family members, and all guests, understand, and agree to comply with them before using the facility.

MCA Rules and Regulations

4.2 The clubhouse will normally be open (i.e., there will be a Clubhouse Attendant on duty) seven days a week beginning the Saturday of the Memorial Day weekend, and continuing to Labor Day. This corresponds to the pool season. During the remainder of the year, the clubhouse will normally be open Saturdays and Sundays. Hours are determined by the Board, based on usage and MCA Member desires.

4.3 The clubhouse may from time to time be reserved by the MCA for Association-sponsored events; or the clubhouse may be rented by MCA Members in good standing for member-hosted events. If an MCA-hosted or private rental event is scheduled to take place during hours when the clubhouse would normally be open for general membership use, the MCA or private rental functions, in that order, will have priority and the clubhouse will be restricted to use by the reserving/renting party only. Specific rules and procedures for renting the clubhouse are detailed in paragraph 4.5, below.

4.4 Guests will be permitted to enter and use the clubhouse during open hours only while personally accompanied by an MCA Member. The Member shall be responsible for informing the guest of all applicable rules, and for the conduct of the guest. If required by the Board, guests will be required to register in a guest log, giving their name, address, and the name of the escorting Member. As described in sub-paragraph 3.5, a., above, Guests who are visiting in a Member's home overnight or longer, Member-employed nannies, and non-Member baby sitters (who must be at least 16 years of age) accompanying children of MCA members, **are** considered guest-members, and accordingly are allowed to utilize the clubhouse in the capacity of a Member. Members' children under sixteen (16) years of age shall be allowed only one (1) guest-member each under this provision.

4.5 Specific requirements and procedures for renting the MCA clubhouse:

a. General Renter Responsibilities: Members renting the clubhouse assume all responsibilities for the event, including personally making arrangements for use of the facilities, coordinating with the clubhouse staff as the event approaches, being present throughout the event, maintaining order and safety, and overseeing the cleanup. If a caterer is used, the Member is responsible for ensuring that the caterer adheres to these requirements. These responsibilities cannot be delegated.

MCA Rules and Regulations

b. MCA Clubhouse Rental Categories:

(1) **Personal.** MCA Members in good standing may rent the clubhouse for Personal-category events during open dates on the MCA clubhouse calendar. Personal events involve the Member's family or close friends, (such as birthdays, anniversaries, family reunions, honors or wedding receptions, etc.). Personal events are normally paid for by the Member's personal means, and can not, for example, be claimed as a business expense on one's tax returns.

(2) **Other.**

(a) MCA Members may also rent the clubhouse for professional, commercial, fraternal, or other public and private organizations **in which the MCA Member is also an active member**. These events include school reunions, and one's work place/office (an work place/office function is considered a professional association and therefore is an "Other" event; **however**, an event at which work colleagues are invited along with the MCA member's other non-work friends and relatives **does** constitute a Personal event). An event which is paid for by a business, organizational "entertainment" or "social" fund, or other such fund, and which may, for example, be claimed as a business expense on one's tax returns, is an "Other" event.

(b) Approval of these "Other" events will be at the discretion of the Board of Directors. Should a question arise, it shall be the exclusive purview of the Board to define a Member event as a Personal or Other event. Events being sponsored as "Other" remain totally and exclusively the responsibility of the Member, and the Member is required to be present for the entire event. Special rules and rental rates will apply for Other events.

(3) **No Fee Parties for MCA Pre-Teens.** The clubhouse may be reserved specifically for birthday parties for MCA Member children age twelve (12) and under for no fee, in accordance with the following guidelines:

(a) The party is restricted to the exclusive use of the two back rooms (the game table rooms), for not more than three (3) hours.

MCA Rules and Regulations

(b) The remainder of the clubhouse is not to be closed to other MCA Members, who may use the main room, kitchen, front deck, and restrooms; nor is it to be decorated. However, if none of these areas are being used otherwise, the pre-teen party participants are welcome to use them, recognizing that they do **not** have exclusive right to them should another Member subsequently appear and desire to use these areas.

(c) A parent or legal guardian who is an MCA Member must supervise the party.

(d) Chaperone ratios, as described in sub-paragraph d.(9), below, apply (10 children per adult chaperone).

c. Applying For and Scheduling a Clubhouse Rental.

(NOTE: The Board, primarily through the Social Committee, is responsible to insure that all MCA-sponsored events are entered on the clubhouse central planning calendar located by the clubhouse telephone. These events shall have priority over Member rental functions, per paragraph 4.3, above.)

(1) All applications for rental of the clubhouse will be made by written request to a Clubhouse Attendant on a rental application form available at the clubhouse or on the Marlbank Cove web site. Applications should be submitted at least two (2) weeks in advance of the function, and must be signed by the Member who personally accepts responsibility for the building, furnishings, equipment, and the conduct of all persons attending the function.

(2) All interactions with the Clubhouse Attendant(s) or other MCA representatives regarding the rental, before and after the function, are to be conducted personally either by the Member whose signature appears on the application form, or another adult MCA Member participating in the rental event. Even where the MCA Member is renting the clubhouse for use by a non-Member relative or acquaintance, a Member must conduct all such coordination.

(3) Applications for "Other"-category events must identify and describe the organization involved.

(4) The renting Member is required to personally meet with a Clubhouse Attendant or other MCA representative prior to the rental event to review all rules and procedures. The Attendant also schedules pre- and post-event inspections with the renter at this time.

MCA Rules and Regulations

(5) The Attendant will also arrange to provide the renting Member a key to the main clubhouse door. Normally the key will be provided during the pre-event inspection. The key must be returned to an Attendant not later than the post-event inspection. (No keys will be provided for the storage cabinets or other areas, as these are not for use by renters, per subparagraph e.(3), below.)

(6) Rentals will be placed on the clubhouse planning calendar by the Clubhouse Attendant on a first come, first served basis upon receipt of the rental fee plus security deposit.

(a) The Clubhouse Attendant confirms the reservation at that time, with the exception of those rental functions which require MCA approval (e.g., requests to sell anything at the function, when alcoholic beverages will be present, or for Other Member events). In these cases, the reservation shall be tentative pending approval of the Board or its representative. The Clubhouse Attendant will in these cases forward the rental request to the Clubhouse Committee Chair or representative.

(b) As soon as possible after receipt of all rental requests requiring MCA approval, the Board or its representative will confirm approval and will inform the renter, as well as the Clubhouse Attendant(s).

(7) The Board may deny use of the clubhouse to any Member when such action is considered to be in the best interests of the Association.

d. Clubhouse Rental Fees. MCA clubhouse rental fees will be established by the Board annually based on the annual budget. Fees will set for the following four categories:

- (1) **Personal** rentals
- (2) **Other** rentals
- (3) **Security deposit**
- (4) **Administrative fee** for correction of clubhouse facilities, if any (assessed after the rental function)

MCA Rules and Regulations

e. General Clubhouse Rules:

(1) No smoking shall be allowed in the clubhouse or on the dock. Smokers will use receptacles provided on the deck and sidewalks to dispose of butts. Butts will not be discarded off of the deck or sidewalks into the surrounding grounds and vegetation.

(2) No "open invitation" functions are allowed. The Member must personally and individually invite all guests.

(3) No entrance or admission fee may be charged.

(4) Alcoholic beverages may only be served at adult functions to persons 21 years of age or older.

(5) For wedding receptions, only birdseed may be tossed (in lieu of rice or confetti).

(6) The MCA is not responsible under any circumstances for personal property of or injury to Members or guests.

(7) The rental security deposit shall be forfeited if the Board determines that an event represented by the renting Member to be Personal was in fact an Other-category event. Additionally, the fee for an Other event will be assessed to the Member.

(8) Rental functions are limited to a maximum of **150** guests due to fire code and safety regulations.

(9) One adult chaperone is required for every ten (10) guests under the age of 21. Guests at a chaperoned event are specifically prohibited from leaving and then returning at a later time. Chaperones are responsible for monitoring the arrival and departure of guests. The required number of chaperones must be present at all times during the event and must remain until the guests have departed the building and grounds. Chaperones must be the last to depart the clubhouse.

(10) The renting Member is solely responsible for leaving the facility in the same good condition it was received. If, in the judgment of the Clubhouse Attendant and/or Board or Committee Member, the facility and grounds are not left in a fully satisfactory condition, MCA will arrange to correct all deficiencies. The cost of the correction will be charged to the Member, plus an administrative fee as specified by the Board.

MCA Rules and Regulations

(11) The Board reserves the right to check in with the renting Member during the course of any function to monitor events and protect the interests of the MCA membership. Failure to adhere to the rules in this Article and/or MCA Bylaws and Covenants may result in forfeiture of a security deposit and legal action if warranted.

f. Clubhouse Access and Event Set-up:

(1) The clubhouse will be opened and closed for rental events by the Clubhouse Attendant or the renting Member. Access and availability of the clubhouse for rental functions will normally be provided up to four (4) hours prior to event start.

(2) Earlier access (such as to allow for catering, food, flowers, decorations (see following regarding restrictions on decorating), entertainment, etc.) is permitted if it would not interfere with other scheduled clubhouse activities. However, such earlier access shall be noted on the rental application form and arranged with the Clubhouse Attendant.

(3) No decorations, posters, pictures, etc., shall be attached to the walls with glue, Scotch or other difficult-to-remove tape, tacks, staples, or any other such means which may leave marks or holes. Masking tape or string used to attach decorations will be completely removed during clean up.

(4) Clubhouse materials stored in the kitchen cabinets are not for use in Personal or Other functions. These items were purchased by the MCA for the sole use of MCA-hosted events. Renting Members are responsible for providing all their own materials, such as dinner ware, table coverings, candles, etc.

(5) Moved furniture must be returned to its original locations as part of the event clean up.

g. Maintaining Order During the Event: The renting Member ultimately has total responsibility to maintain order and safety during the event. This includes appraising guests of the clubhouse rules such as no smoking, and requiring those who do not obey the rules, or are abusive to the clubhouse facilities, to leave. Clubhouse Attendants or any member of the Board or Clubhouse Committee may elect to be present at any time.

h. Authority at the Clubhouse: Renting Members and guests must yield to the authority of the Clubhouse Attendants, Board, or Clubhouse Committee members at all times or suffer loss of the security deposit. The Clubhouse Attendants, Board, or

MCA Rules and Regulations

Clubhouse Committee members also have the authority to terminate an event and order the premises to be vacated.

i. Immediate Clean-up Requirements: Immediately after the event, the hosting Member must put the clubhouse area in general order. Spills, messes, trash and garbage must be cleaned up, placed in bags and placed in the dumpster.

j. Event Closing:

(1) All rental functions for children, teenagers, and young adults will be closely chaperoned in accordance with these rules and will not continue past 11:00PM.

(2) Adult (age 21 and older) rental functions will be concluded and the clubhouse cleared of guests not later than 1:00 AM.

(3) All doors and windows, and the vehicle entrance gate, will be closed and locked. If the clubhouse access road lights are on, the renter will turn them off using the switch located on the post of the access gate.

k. Clubhouse Cleaning: Immediate clean-up requirements at the end of an event are described in sub-paragraph h., above. Full clean-up of the clubhouse must occur within twelve (12) hours after the event, except in cases where another event is scheduled for the following day, in which case cleaning must be completed at least five (5) hours prior to the following event (to accommodate set up by the next renter). All cleaning costs are the responsibility of the renting Member.

l. Satisfying the Security Deposit:

(1) If clean up is not performed in accordance with these rules and common sense, the cost to the Association of additional cleanup will be deducted from the security deposit plus an administrative fee.

(2) After the inspection of the facilities by the Clubhouse Attendant and/or Board or Committee Member to insure that they have been returned to satisfactory condition, and any damages satisfied, the security deposit will be returned to the renter.

(3) Renter liability is not limited to the amount of the security deposit but will extend to any and all damage, which occurs as a result of the rental. Furthermore, as stated

MCA Rules and Regulations

in sub-paragraph d.(7), above, no security deposit will be returned should the Board determine that an event registered as "Personal" was in fact an "Other" event.

ARTICLE V DOCK

5.1 The Marlbank Cove dock and surrounding shoreline are intended for the use of all MCA Members in good standing and their guests, as detailed in this Article. Members are required to read these rules and ensure that all family members, and all guests, understand, and agree to comply with them before using the dock.

5.2 The Association is not responsible under any circumstances for the boats or personal property of Members or guests.

5.3 Members desiring to access the MCA dock and/or boats moored at the dock when the clubhouse and/or pool are closed (i.e., after the clubhouse driveway gate is closed and locked) are responsible for ensuring that the gate is closed and locked when they are not actually entering or exiting through it, that the clubhouse drive road lights are off when not needed, and that the grounds surrounding the clubhouse and parking lot have been left in a presentable manner. Any observed discrepancies should be reported to the Clubhouse Committee Chair or other Committee or Board of Directors representative.

5.4 In no event shall anyone board any boat or watercraft ("boat") other than the owner of such boat, a family member, and guests; except in case of emergency.

5.5 All boats must be well maintained, presentable, fully operational, and properly licensed.

5.6 No boat docked at this facility shall be used for any commercial purpose, nor for any residential purpose (including overnight stays, unless a brief (not to exceed 4 day) stay has been approved by the Board).

5.7 Boats of guests are allowed to dock in spare slips for non-overnight visits.

5.8 Small boats, rafts, inflatables, jet skis, and other such watercraft shall not be left unattended on the shoreline in the general dock area.

MCA Rules and Regulations

5.9 Boat owners shall assume full responsibility for fuel spills and other environmental/ecological damaged caused by the operation, use, maintenance, or docking of their boat at the Marlbank Cove dock.

5.10 Storage of boat items or any other equipment will **not** be permitted on the dock, nor shall patio or boat furniture or other equipment be setup on the dock except temporarily.

5.11 Members may store small watercraft, or boating equipment (excluding any petroleum or other hazardous waste products), under the clubhouse and deck as space is available; however, such storage will be solely the responsibility of the owner, and the owner is responsible for ensuring that such storage is conducted in a safe and presentable manner.

a. The Board and/or Clubhouse Committee Chair reserve the right to require owners of such pieces of equipment to remove them if safety, clutter, ill-repair, or other concerns so dictate.

b. Owners of such stored equipment will make their identity, and their means of contact, known, either by marking their equipment, or providing a note to the Clubhouse Attendant for file in the Clubhouse Attendant's notebook.

5.12 All guests must be accompanied by a Member at all times. Members shall be responsible for informing their guests of all applicable rules for the use of the dock and the conduct of the guests.

5.13 Children age twelve (12) and under must at all times be accompanied on the dock by a parent or responsible adult age sixteen (16) or older.

5.14 Bar-B-Qs, open fires, and smoking shall not be permitted on the dock at any time.

5.15 No trash or litter shall be thrown on the dock or in the water around the dock. Trash taken from boats will be placed in tightly closed plastic bags, which will be deposited in the trash dumpster by the clubhouse parking lot.

5.16 No swimming from the dock is permitted.

5.17 Crabbing or line fishing is permitted from the head area of the dock only.

MCA Rules and Regulations

5.18 Cleaning of fish or other seafood in the dock area is prohibited.

5.19 Water faucets located on the pier shall be used only to supply fresh water for tankage, hosing off boats and equipment, and for maintaining cleanliness around the dock area. (Per subparagraph, 5.18, above, faucets are not to be used for cleaning fish or other seafood.)

5.20 Electrical power provided to the dock is to be used only temporarily. No continuous electrical hookups will be allowed, although emergency battery charging will be permitted. Freezers, air conditioners, generators, heaters, lights, etc., are not permitted to be operated from the shore power source. Power tools will be permitted only when short term, small scale repair work is underway.

5.21 Persons who demonstrate obnoxious behavior in the form of excessively loud gatherings in the dock area (including on boats at the dock), exhibit public drunkenness, verbally abuse others, use profane language, or otherwise interfere with the peaceful, safe, and proper use of the dock as described in this Article, may be barred from its use.

ARTICLE VI GREEN AREA

6.1 The "Green Area" is the undeveloped common area located immediately to the west and north of Lookout Point Drive, adjoining the clubhouse complex gate, grounds, and driveway.

6.2 No motor vehicles of any type shall be permitted on the Green Area, unless expressly authorized in writing by the Board or its designee in each instance, in conjunction with construction, maintenance, special events, parties, or other similar circumstances.

6.3 Private parties or gatherings may be held on the Green Area, with the prior written consent of the Board or its designee in each instance, subject to such further rules and restrictions as the authorizing body may set forth.

6.4 Anyone using the Green Area shall not litter, and shall make a particular effort to avoid damaging flowers, shrubs, trees, or other plantings or improvements, in addition to minimizing damage to the lawn.

MCA Rules and Regulations

6.5 No open fires shall be permitted on the Green Area.

6.6 No signs or commercial activities shall be permitted on the Green Area, except in connection with Association activities.

ARTICLE VII PARKING LOT

7.1 The rules which apply to the Green Area shall also apply to the clubhouse complex parking lot, except that licensed, operable automobiles, minivans, pickup trucks not exceeding 3/4 ton in capacity, motorcycles, motorbikes, mopeds, and trail bikes may be permitted on the parking lot provided their entry is for normal ingress, egress, and parking only. Pickup trucks of over 3/4 ton capacity, recreational vehicles, boats, trailers, buses, and other similar vehicles or equipment shall not be permitted to be parked on the parking lot, unless expressly authorized by the Board of Directors (this authority shall not be delegated).

7.2 No vehicle maintenance or repairs shall be conducted on the parking lot.

7.3 As an exception to the foregoing restrictions, vehicles and equipment utilized by contractors, suppliers, or other persons employed or authorized by the Board or its designee shall be permitted on the parking lot as long as reasonably necessary to complete their work, or as long as expressly authorized.

ARTICLE VIII PROCEDURES

8.1 MCA Members perceiving a violation of these Rules and Regulations shall make a reasonable effort to immediately notify any other Member or person in said violation, and to amicably settle the matter by common sense, neighborly discussion; however, a lack of immediate such notice shall not affect the enforcement of these Rules and Regulations.

8.2 If after having attempted amicable settlement the violation/has not been otherwise corrected or resolved, the Member complainant shall submit a written report to the Marlbank Cove Environmental Committee (MCEC) as soon as possible after the attempt. The MCEC shall in turn forward a copy of such report to the Member in question within three (3) days after

MCA Rules and Regulations

receipt of the same. No anonymous notices or complaints will be officially acted upon.

a. Unless the Member receiving such report returns a written objection to the MCEC within three (3) days after receipt of such report, the alleged violation shall be deemed admitted.

b. If the Member receiving such a report files an objection to the MCEC, the MCEC shall forward the objection to the Board. The Board will schedule a hearing by at least three (3) Board members within two (2) weeks after receipt of such objection. The Board will give at least three (3) days written notice to the reporting and responding/objecting Members of the date, time, and place of such hearing.

c. At such hearing, all evidence, including testimony of the reporting and responding/objecting Members, as well as any additional witnesses, may be heard. Should further consideration be deemed necessary, a majority of the Board members conducting the hearing may continue the hearing or reopen the hearing at a later time to receive further evidence.

d. The decision of the Board members conducting the hearing shall be rendered in accordance with the vote of the majority, and the decision shall be binding upon all parties. The Board shall provide written notice of the decision to the reporting and responding/objecting Members within seven (7) days after conclusion of the hearing.

ARTICLE IX PENALTIES

9.1 The penalties imposed by the Board for violation of these Rules and Regulations may include, but shall not be limited to, the following:

- a. Oral or written reprimand
- b. Limitation or restriction of use of MCA facilities
- c. Monetary fines

9.2 Fines of \$100.00 or less shall be paid within seven (7) days after the Member fined is informed of the fine. Fines in excess of \$100.00 shall be paid within thirty (30) days after the Member fined is informed of the fine.

MCA Rules and Regulations

a. A late charge of five percent (5%) shall be added to any fine which is not paid within the time period described above.

b. If the penalty and late charge are not paid within an additional seven (7) days, the unpaid balance of such fine and late charge shall accrue interest at the rate of eighteen percent (18%) per annum until fully paid.

c. The Association may initiate legal proceedings for collection of said fine, and the defaulting Member shall be responsible for all costs of collection, including attorney's fees of not less than twenty percent (20%) of the total amount due.

9.3 All fines and related expenses shall be payable at the same location as the annual assessments, or to the President or Vice President of the Board.

ARTICLE X MISCELLANEOUS

10.1 These Rules and Regulations may be amended by the affirmative vote of the majority of the Board at any meeting of the Board. Amendments may be proposed by any Board member, or by a petition signed by Members representing at least twenty percent (20%) (i.e., 33 Members) of the total MCA membership. A description of the proposed amendment shall accompany the notice of any meeting of the Board at which such proposed amendment is to be voted upon.

10.2 These Rules and Regulations are subordinate and subject to all provisions of the Articles of Incorporation, the Declaration of Restrictive Covenants, and the Bylaws of the Association. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the latter shall control.

10.3 All notices required or permitted under these Rules and Regulations shall be in writing and shall either be hand delivered or posted by registered mail to the appropriate address or person.

a. Notices to the Association should be delivered or sent to the address designated for payment of the annual assessments, or to the President or Vice President of the Board.

MCA Rules and Regulations

b. Notices to Members shall be delivered to the lot owned by the Member, unless the Member has indicated some other address by written notice to the Association.

10.4 In the event any provision or provisions of these Rules and Regulations shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provision hereof.

10.5 No portion of the provisions of these Rules and Regulations shall be amended, altered, or waived in any manner unless such amendment, alternation, or waiver is in writing and duly executed on behalf of the Association. No portion of any provision of these Rules and Regulations shall be deemed to have been waived by reason of failure or failures to enforce the same.

The Directors of the Association have executed these Rules and Regulations effective as of the 1st day of July, 1987.

MARLBANK COVE ASSOCIATION, INC.

By: H. Wayne Kelly /s/ By: Wayne Darnell /s/ By: W. O'Dell /s/
By: Frank DeMeno /s/ By: Margaret Wood /s/ By: Thomas Long /s/
By: Pamela Strahorn /s/ By: E.M. Cortright/s/ By: Max Kurbjun /s/

The Directors of the Association have executed this Revision "1" to these Rules and Regulations effective as of the 3rd day of April, 1990.

MARLBANK COVE ASSOCIATION, INC.

By: George Liakos/s/ By: Gary R. Boxer/s/ By: Gordon Reams/s/
By: James Scherling/s/ By: Chris Cianelli/s/ By: Tom Garner/s/
By: Willie Lowe/s/ By: Ronald Boddy/s/ By: Ralph Hanna/s/

MARLBANK COVE ASSOCIATION, INC

IN WITNESS WHEREOF, the Directors of the Association have executed this Revision "2" to these Rules and Regulations effective as of the 12th day of January, 2004.

By: [Signature] By: [Signature] By: [Signature]
Joe Imbuglia, Pres Craig Hanson, VP Mark Carter, Sec
By: [Signature] By: [Signature] By: [Signature]
Harry Hanson, Treas Nick Cianelli Ed Daly
By: [Signature] By: [Signature] By: [Signature]
Bettye Simmons Tom Vanderploeg Margaret Cooper