

**RULES & REGULATIONS OF LONG COVE CLUB OWNERS' ASSOCIATION, INC.**

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Authority for the development and enforcement of Rules and Regulations are contained in Article VII, Section 2 of the Covenants and Article XIII, Section 1 of the By-Laws of the Long Cove Club Owners Association, Inc., (hereinafter referred to as “Association”).

The management and operation of the Association is the direct responsibility of the General Manager and Chief Operating Officer, who receives direction and support from and is solely responsible to the Board of Directors of the Association.

**The Board of Directors of the Association shall deal with infractions of these Rules and Regulations (see SECTION IV).**

### SECTION I DEFINITIONS

All definitions included in ARTICLE I of the Covenants of the Association are incorporated herein by reference. Additional definitions are listed below.

“Covenants” shall mean and refer to the original General Declaration, all amendments thereto, all of which are now incorporated into and are referred to as the “Amended and Restated General Declaration for the Long Cove Club Subdivision and Provisions for the Long Cove Club Owners Association, Inc., dated June 2004, as may be hereinafter amended.

“Child or children” shall mean and refer to dependents of the Member, whether they be natural, adopted, foster, or under the guardianship of the Member and who are under 18 years or enrolled as a full time student under the age of 25. Children have access to all amenities.

“Department Manager” shall mean and refer to the employee under the direct supervision of the General Manager/COO, who has been assigned as the Department Manager with a specific area of responsibility.

“Long Cove Club” shall mean the Long Cove Club Subdivision under the Covenants organized and existing under the laws of the State of South Carolina.

“Membership Rights” shall mean and refer to the rights of Members.

“Married Couple” shall mean a legally recognized martial union.

“Significant Other” shall mean a person who is living full time with the Member and acting in a manner that would lead others to believe they are a married couple.

“Immediate Family” refers to children, parents, siblings, grandparents, grandchildren.

“Trusts,” as used in this section, shall mean and refer to personal trusts, family trusts, and trusts created by wills. The term does not include business trusts, pension trusts or plans or retirement trusts or plans. Title to the property may not be held by a trust, custodian, guardian, or the like if such a holding is deemed by the Board of Directors of the Association to violate the prohibition set forth in the Covenants.

“Property Owner” and “Member” shall be used interchangeably in this document.

## II MEMBERSHIP

### Ownership by One Individual or Married Couple

Where title to the property is held in the name of one individual:

1. That individual is a Member.
2. The spouse is a Member.
3. Children (under 18 or enrolled as a full time student younger than age 25) are Members.

Where title of the property is held in the name of a Married Couple:

1. Both spouses are Members.
2. Children (under 18 or enrolled as a full time student younger than age 25) are Members.

#### Ownership by Two or More Individuals Other than a Married Couple

Where title to a property is held in the names of two or more individuals:

1. No property may be owned by more than three owners at any one time.
2. One individual must be designated as a Member. This individual must own at least a third interest in the property.

#### Ownership by Trusts, Estates, or the Like

Where title to a property is held by a trust, estate, or the like:

1. One individual must be designated as a Member, subject to the approval of the Board of Directors.
2. In the case of a trust, that individual may be a trustee named in the trust or a beneficiary of the trust.
3. In the case of an estate, that individual may be one of the personal representatives or a beneficiary named in the will.
4. In the cases of custodians and guardians, that individual may be one of the custodians or guardians or one of the beneficiaries.

#### Ownership by Corporations, Partnerships, or Other Legal Entities

Where title to a property is held in the name of one or more corporations, partnerships or other legal entities:

1. Such entity must designate one individual, 18 years of age or older, as a Member. If that individual is legally married, his or her spouse may also be designated as a Member.
2. The Board of the Association reserves the right to require any Designated Member to furnish to the Association, at any time, and from time to time, evidence as to the activities or business of such Member and to deny Membership rights to such Member if in the Board's sole discretion such evidence is deemed to be insufficient to show compliance with the Covenants (Article III, Section 13 and Article V, Section 1).
3. The Board of Directors reserves the right to refuse to accept the designation as a Member any individual unless, in the sole discretion of the Board, the following conditions are met: the individual so designated must either (a) have a significant ownership interest in the entity, defined as at least one-third interest, or (b) be actively engaged in the business or activity of such entity as an officer or employee, defined as working at least one-third of a full-time position in the company.

#### Designated Member (As defined in Article I, Section IF of the Covenants)

1. The Designated Member shall be subject to the conditions set forth in Article V, Section 1 of the Covenants.
2. The Board of the Association reserves the right to permit changes in designations during the calendar year.
3. Any refusal by the Board of Directors of the Association under the conditions set in above Section II shall be conclusive and final.
4. A tenant is not eligible to be a Designated Member.

### **SECTION III - PAYMENT POLICY**

#### Club (House) Charges

Club charges are billed on the first day of each month and are due and payable on the last day of that same month (due date). A finance charge of one percent (1%) per month (12% APR) will be assessed on all "delinquent" accounts (accounts on which payments are not received by the "due date").

Accounts with club charges "delinquent" more than 30 days will be assessed a \$25 late fee in addition to the aforementioned finance charge of one percent (1%) per month (12% APR) of the delinquent balance and any collection costs and attorney fees related to a collection effort.

#### Annual Operating Assessment and Annual Capital Assessment

The Annual Operating Assessment and the Annual Capital Assessment will be billed to the Membership in two (2) equal installments as of January 1 and June 1 of each year and shall become due and payable no later than January 31<sup>st</sup> and June 30<sup>th</sup> (due dates). A monthly finance charge of one percent (1%) per month (12% APR) will be assessed on all "delinquent" accounts (accounts on which payments are not received by the "due dates").

Assessment amounts "delinquent" more than 30 days will be assessed a 20% late fee in addition to the aforementioned finance charge of one percent (1%) per month (12% APR) and any collection costs and attorney fees related to a collection effort.

#### Special Assessments

Special Assessments shall be determined and billed in accordance with the provisions of the Special Assessment Referendum approved by the Membership for each Special Assessment.

### All Member Accounts

Accounts with balances of \$100 or more deemed to be “delinquent” for more than thirty (30) days will cause a Member’s access to and use of all amenities of the Club to be suspended until the entire delinquent balance is paid in full.

If the account balance is “delinquent” for more than thirty days the Association may bring a collection action against the Property Owner personally and there shall be added to the amount of such account balances all the collection costs, interest as above provided, late fees if any and a reasonable attorney’s fee to be fixed by the court together with the costs of the action.

## **SECTION IV - CONDUCT**

1. Members and their guests shall conduct themselves in a manner which will reflect the highest standards of Membership and community responsibility. Pursuant to the same, the Rules of Conduct for Long Cove Club, as printed in full in Exhibit A to the Association’s Rules and Regulations, details the rules of conduct and the process of enforcing such rules for all Members, their immediate family members, their guests and tenants.
2. Members, immediate family members, their guests and tenants must abide by all rules established by the Association as they may be amended from time to time. Members are responsible for educating their immediate family Members, guests and tenants of the Association’s rules.

## **SECTION V - SIGNIFICANT OTHER POLICY**

**Policy:** The Members and Significant Other (SO) agree to abide by the terms and conditions set forth herein.

1. A formal Letter of Agreement between Long Cove Club and the Member designating the Significant Other must be signed and renewed on an annual basis.
2. A SO is defined as a person who is living full time with the Member and acting in a manner that would lead others to believe they are a married couple.
3. The Member shall be responsible for the payment of all dues, fees, charges, and assessments accruing during the period of time that the SO privileges are in existence. The Member shall be responsible for the conduct of the SO.
4. The SO will have full membership rights in Long Cove Club.
5. A Member cannot have more than one SO in any calendar year and the SO privileges must be renewed annually.
6. The SO privileges automatically terminate in the event of the Member’s death, sale of property, or they request to have the significant other removed from +the account.
7. Long Cove Club reserves the right to recall, change, or modify this policy with or without cause. A SO does not receive any vested right to continue the SO status in the event of a change in this policy.
8. The Board of Directors may withdraw this policy at any time.

## **SECTION VI - CLUBHOUSE RULES**

### General

1. Members may use the Clubhouse, subject to the Covenants, By-Laws, and Rules and Regulations of the Club.
2. The Clubhouse will be opened and closed at such hours as determined by the Clubhouse Manager and approved by the General Manager and House Committee. When the Clubhouse is open, it will close not later than 12 midnight, unless otherwise approved in advance. All Members and their guests will be off the premises by the time stated for closing. The Clubhouse may be opened beyond these hours by special permission of the Board.
3. Clubhouse décor and furnishings may not be removed, moved or in any way modified except by permission of Management and or the House Committee. In addition, no decorations (regular or holiday) may be placed in the clubhouse without approval of Management and or the House Committee.
4. The Association, or its employees, is not responsible for the loss of personal articles or property of Members or guests.
5. Management and staff have been instructed to refuse service of alcoholic beverages to any individual who appears intoxicated. Members and their guests are required to comply with the judgment of management and/or staff, including security personnel, in this regard.

6. No club property will be mutilated or damaged, nor will any such property be removed from the premises without specific permission from the General Manager. Any club property that is damaged, mutilated or otherwise defaced by a Member, Members of Member's family, or guests of a Member, will be paid for by such Member.
7. Notices may not be posted on bulletin boards in the Clubhouse without approval of the Clubhouse Manager, Head Golf Professional or other authorized person. Unauthorized removal, alteration or mutilation of posted notices is prohibited.
8. Pets are not permitted in the Clubhouse at any time.
9. The entire Clubhouse is a smoke-free facility. Smoking (including E-Cigarettes) is permitted on the Jim Ferree Room covered porch after 9:00 p.m., unless other members/guests are receiving food service. Smoking is also permitted on the patio outside the Golf Pro Shop. Management is given discretion for allowing exceptions.
10. The use of audible cellular phones or pagers in the dining areas of the Clubhouse is not permitted. Users must relocate to conduct conversations. Cell phones may be used in the locker rooms and on the common grounds outside the Clubhouse.
11. Golfers, tennis players and others should refrain from walking through the dining room in route to the Snack Bar or the restrooms during dining hours or any special event.

#### Guests

1. Guests are permitted to use all facilities of the Clubhouse when accompanied by an adult Member.
2. Guests who are Members of a Member's immediate family may use the dining facilities of the Clubhouse without being accompanied by a Member. In such a situation, the Member must notify the Clubhouse staff that the Member will not be present, and provide the name(s) of the guest(s). Charge slips, if presented, must be signed and the Member's account number written.
3. The Member is responsible for the conduct of his/her guests and family Members, and for all charges incurred by them.
4. Guests and visitors must identify themselves to Club staff, if requested to do so.

#### Minors

1. Minors are permitted to sit in the dining room areas where a bar is located, provided there is proper supervision by a person over thirteen (13) years of age.
2. Minors are permitted in the Clubhouse unaccompanied by an adult for obtaining food at the Snack Bar and visiting the Pro Shop.
3. Children under 18 years of age are not permitted to enter locker rooms, except to use the lavatory facilities or when accompanied by an adult Member.
4. The Member is responsible for all items charged to the Member's account by a minor. The minor must sign all such charge slips in his or her own name when presented.

#### Attire

The Long Cove Clubhouse dress code policy strives to create a comfortable environment where people can relax while being respectful of the tastes and styles of others. It is expected that Members and their children will adhere to the dress code in a manner befitting the surroundings and atmosphere provided in the setting of our Club.

Members are responsible for advising their Guests of the Club's dress code.

#### ***Acceptable Casual Attire includes:***

**MEN AND BOYS:** Shirts with collars and sleeves including mock neck shirts. Regular pants or golf & tennis shorts are appropriate. Shirts must be tucked into shorts or pants unless designed to be worn outside. Other attire may be worn if fashion changes dictate and such attire is generally available in pro shops.

**WOMEN AND GIRLS:** Dresses, skirts, slacks, or golf & tennis shorts with length that is generally acceptable for current fashion. Shirts must be tucked into shorts or pants unless designed to be worn outside. Other attire may be worn if fashion changes dictate and such attire is generally available in pro shops.

All clothing must be clean and neat. No clothing may be ripped, torn or soiled, and clothes with intentional rips, tears and holes such as jeans are not allowed. Tennis attire is appropriate in the JFB. Footwear is required at all times in all areas of the Clubhouse. Discretion of the Manager on Duty will be used on an "as needed" basis.

Clothing never appropriate in the Clubhouse includes: exercise and gym clothes (including men's and ladies tank tops), short shorts, cut-offs, dirty/torn jeans, muscle shirts, tee shirts with inappropriate graphics, language or innuendo, bare midriffs, sports bra tops, or coverups/bathingsuits.

Gentlemen should remove hats and visors upon entering the Clubhouse. Ladies are allowed to wear hats.

Outside snack bar dining allows appropriate swimwear with cover ups, hats/visors and men's tank tops.

Sports Casual –Acceptable golf, tennis clothes, as specified in the policies for those activities, are appropriate. Denim, including jeans with the exceptions as described above, are acceptable.

Smart Casual – Collared shirts, mock turtlenecks, blouses, slacks, Bermuda shorts, casual dresses, skirts, capris, and permitted denim including jeans with the exceptions as described above, are acceptable.

Country Club Casual Attire (for Magnolia Room and special functions as noted) – Slacks, dresses, capris, skirts; jackets, sweaters or vests are preferred for men. Ties are not required. Shorts and denim are not allowed.

\* The Magnolia Room may be used for overflow when other dining areas are full. In this case, Smart Casual attire will be permitted.

The MOD (Manager On Duty) may, at his/her discretion, modify the dress standards for special events, holidays or private functions. The MOD also has the further authority to judge the appropriateness of attire and act accordingly. Cover ups will be provided if needed.

### **Finance/Charges**

1. A Member must sign charge slips for all orders of food and beverage when presented. The Member's immediate family must sign charge slips if the Member is not present and charges will be charged to the Member's account.
2. Cash purchases are discouraged in the Clubhouse, except for certain purchases in the Pro Shop that may be paid by an acceptable charge card or cash.
3. A service charge and applicable taxes will be added to all food and beverage charges.

### **Dining Reservations**

1. Reservations are requested for luncheon parties of six or more, and for all evening dining. The staff will make every effort to serve all Members and guests who do not have reservations, but parties with reservations will be granted priority.
2. Reservations are necessary for all special events, such as theme dinners or cookouts. The cancellation policy in effect at the time for such events will be enforced.
3. Reservations for special club events must be cancelled 72 hours or more before the event. Reservations for smaller events must be cancelled 24 hours or more before the event. A Member who does not cancel reservations in accordance with the posted cancellation policy and does not attend the function will be billed the full charge. Each event's cancellation policy will be posted on the event flyer and/or the LCC Weekly Update/Newsletter.
4. In order to provide optimum service for all a la carte dining, reservations requiring seating for greater than eight (8) may require at least two separate tables for seating. Management will strive to accommodate all requests by the Members.

### **Private Functions and Use of Facilities**

1. "Private functions" refers to events that are sponsored by Long Cove Club Members and include other Members and/or guests of Members. Private functions are not open to the general Membership. Private functions may include but are not limited to brunches, luncheons, dinners, parties, weddings, receptions, and approved charity and golf events. Depending on the number of participants and areas that are used, private functions may occur simultaneously with other Club activities or may require that certain facilities and services be suspended to the general Membership in order for the private function to take place. Private functions involving a significant number of non-members are subject to an applicable service charge (18%).
2. Facilities that may be used for private functions include the Clubhouse and adjoining outdoor areas, the outdoor multipurpose area adjacent to the Clubhouse, the pool area, the Sports Center facility, and the Docks.
3. Members who sponsor a private function will be billed for all charges associated with the event, attend the event, and assume responsibility for any damage that may occur to Club property or grounds during the event.
4. Members who wish to schedule private functions must contact the following managers: Clubhouse and adjacent grounds, multipurpose areas, pool, docks---Clubhouse Manager; Sports Center Facility—Director of Tennis & Pickleball; Golf—Head Golf Professional.
5. Managers who schedule private functions will communicate information regarding these events to the Director of Communications and/or the person in charge of the master calendar. Should requests raise concerns regarding their appropriateness or how they may impact the physical integrity of the site, the General Manager will be consulted and will make the final determination.
6. All Food and Beverage for private functions or sanctioned Long Cove Club organizations that take place in the Clubhouse must be provided as full service through the Clubhouse. Food and Beverage for private functions that take place in outdoor areas must be provided as either catering or full service by the Clubhouse. However, if the Club is unable to provide the food and beverage requested for a private function, the sponsor may secure food and beverage service through another vendor with the written

permission of the General Manager.

7. Generally, the Clubhouse does not loan equipment to Members or groups. The Clubhouse Manager in consultation with the General Manager will have the discretion to make allowances in certain circumstances such cases, Members will be responsible for the transportation of equipment and the cost of any damage that may occur.
8. The General Manager will determine when Long Cove Club will host a private event for a charitable cause (such as a golf tournament) or for a special, non-Member group (such as a golf organization) and specify what food and beverage service must be provided by the Clubhouse. The sponsoring organization must accept all responsibility for potential damage to the amenities and for the cost of any rental items that are required.
9. Long Cove Club reserves the right to set a usage fee for private events that are contracted by non-Members for use of the Golf Course and/or Clubhouse on days that we are normally closed or for events that will extend normal business hours. Such fees will be determined annually.
10. The Clubhouse Manager will determine if private functions requested by Members that would extend normal business hours can be accommodated.
11. No pets are permitted at any private functions except on special occasions at the Docks when approved by the General Manager.

### **Community Wide Alcohol Policy**

1. Members and guests must be 21+ to consume alcohol anywhere in the Community.
2. Members and guests are allowed to bring their own beer, wine or liquor to any facility/amenity where beverage services **ARE NOT** being offered. No glass containers of any kind will be permitted.
3. Members are permitted to bring their own wine to the Clubhouse dining facilities but will be charged a corkage fee for this service.
4. Management and staff have been instructed to refuse service of alcoholic beverages to any individual who appears intoxicated. Members and their guests are required to comply with the judgement of management and/or staff, including security personnel, in this regard.

### **Privacy/Solicitation**

1. Clubhouse facilities will not be used for proprietary or political purposes.
2. Subscription lists, petitions and requests for charitable contributions will not be brought into or circulated in or adjacent to the Clubhouse, except for purposes of the Association and with the advance permission of the General Manager..
3. News media representatives, in their capacities as such, will not be admitted to club property without the knowledge and approval of the President and the General Manager.
4. The Membership roster shall not be used for private solicitations, nor may it be distributed to any outside person or group for commercial or charitable solicitations.

## **SECTION VII - SECURITY RULES**

### Vehicles, Walkers, Joggers and Cyclists

1. Walkers and joggers are required to use the far left side of the road in the lane opposing traffic. Walkers and joggers are encouraged to wear bright or reflective clothing, particularly during periods of reduced visibility.
2. Cyclists are required to ride single file to the far right side of the road with the flow of traffic. Cyclists should wear bright or reflective clothing, particularly during periods of reduced visibility.
3. Vehicle drivers are to use extreme caution when passing walkers, joggers and cyclists. Vehicles are prohibited from passing cyclists in constricted areas, i.e., alongside traffic islands and other areas where lanes narrow. Walkers, joggers and cyclists should exercise extra caution in these areas.
4. The use of private golf carts is permitted on LCC roads in accordance with the following:
  - a. Golf carts must comply with current South Carolina Department of Transportation standards / regulations for their use on South Carolina roads. These standards / regulations include, but are not limited to, having operable head, tail and brake lights, rear view mirrors, turn signals, and horn. Additionally, golf carts must be battery powered, have a governor that sets a maximum speed of 25 miles per hour, be four wheel equipped with tires that are 14 inches or less, a body and suspension system that is not lifted above the manufacturer's required clearance over the axels, and



- b. be of a solid color without adornment;
- b. Golf carts must be inspected by LCC Security prior to operation on LCC roads, and annually thereafter. Upon LCC Security confirming that a golf cart meets the requirements set forth above, and that the owner of the golf cart has provided proof of current liability protection insurance coverage for property damage and personal injury, LCC Security will issue a LCC compliance sticker which must be displayed on the left side of the cart's rear bumper. The cart owner's South Carolina Insurance Identification Card must be maintained in the golf cart when in use on LCC roads;
- c. A driver of a golf cart must hold a valid driver's license (South Carolina or state of residence), obey all LCC posted road signs, and obey state and local laws and regulations for drivers of vehicles;
- d. Privately owned golf cart travel is restricted to LCC roads and parking areas, and are not permitted on golf course cart paths;
- e. The number of passengers (including driver) on a golf cart must not exceed the manufacturer's specifications for the cart. The maximum allowable seating on a cart, per manufacturer's specifications, is six passengers (including driver);
- f. Golf carts must be garaged when not in use in accordance with Article IV (Architectural Review Board) of the current LCC Covenants; and
- g. Violations of the LCC golf cart rules will result in disciplinary action, up to and including suspension of membership privileges and revocation or non-renewal of the required LCC compliance sticker.
- h. The granting of LCC compliance stickers under this Section for heretofore **unpermitted** private golf carts will be suspended effective after August 1, 2023. The Board will thereafter determine the place of golf carts in the context of its plans to update Long Cove Club roadway safety within the community. Any previously **unpermitted** golf carts must have been purchased on or by August 1, 2023 to qualify to be permitted under this Section. After August 1, 2023 only **previously permitted** golf carts, owned and operated **only** by the **original** member/owner who received said permit, will be allowed to operate on the community's roads per the rules and regulations of this Section.

### Vehicle Speeding

#### 1. Speeding

##### ***First Offense***

- 5-9 mph over posted speed limit = \$100
- 10-15 mph over posted speed limit = \$200
- 15+ mph over posted speed limit = \$400 & referral to Member Standards Committee

##### ***Second Offense***

- 5-9 mph over posted speed limit = \$200
- 10-15 mph over posted speed limit = \$400
- 15+ mph over posted speed limit = \$800 & referral to Member Standards Committee

##### ***Third Offense***

- 5-9 mph over posted speed limit = \$300
- 10-15 mph over posted speed limit = \$600
- 15+ mph over posted speed limit = \$1000 & referral to Member Standards Committee

##### ***Fourth Offense***

- 5+ mph over posted speed limit = \$1000 & referral to Member Standards Committee

### Parking of Vehicles

1. Parking spaces designated for Handicap Parking are reserved for vehicles which are approved for such parking, and are so identified. Violations of Handicapped Parking rules shall result in a minimum fine of \$100.
2. The area in front of the Clubhouse is a designated fire lane. No vehicle may be left unattended in this area and will be subject to a fine of \$100.
3. Members of the staff will not park vehicles of Members, visitors or guests, except during special functions when valet parking is available.

### Vehicle Decals

All Members must obtain and display a Member decal for each of their vehicles. The decal should be displayed on the lower portion of the driver's side windshield. Decals may be obtained at the Security Gate. When selling a car, Members are asked to remove the decal from the old vehicle.

### Guest and Vendor Passes

All vehicles entering Long Cove must have a gate pass.

### Guest Passes

Members may request an unlimited number of gate passes for their guests. Requests may be made through calling the Security Gate at (843) 686-1050 or through the automated GateSure system (see the At a Glance section in the front of this GreenBook for instructions on using GateSure.) Pass durations are from one to 30 days. Passes may be renewed at the end of the time period by requesting a new pass.

### Vendor Passes

Each vendor must purchase a daily gate or annual commercial pass. Vendors will not be allowed in under a guest pass.

### Out of Town House Check Forms

If a Member is going to be out of the community they may request that Security performs routine checks of their property. A Member must request this service by completing a form at the Security Gate or on the Member Central section of the website.

### Wildlife Regulations

All Members should call Security to report any problems with wildlife including alligators. Long Cove's Policy for Removal of an Alligator:

1. Notify Security immediately of an alligator demonstrating aggressive behavior. Aggressive behavior is defined as one that does not retreat into the water at the approach of humans. If the alligator lets you get close without some defensive action on its part, it is demonstrating problem behavior. If the Officer observes any aggressive behavior, a wildlife control company will be notified promptly to observe and monitor the behavior of alligator.
2. If the alligator shows signs of aggression (as affirmed by the wildlife control company) towards humans, it will be removed in accordance to state law.

### File of Life

Long Cove Club Security is currently providing File of Life cards to all Members. File of Life records all vital medical information in one place to assist rescue personnel during an emergency. The information includes medical conditions, drug allergies, emergency contact numbers for friends and family Members, doctor's information, prescription information and any other pertinent medical information. Those Members who choose to use a File of Life would place a decal on their front door alerting emergency personnel of the File of Life in the house. File of Life recommends placing the red magnetic pocket provided on the refrigerator door. File of Life information helps guide on-scene treatment along with the notification of doctor and family Members. By providing immediate access to this information, File of Life greatly helps rescue personnel provide the best in quality care. If interested, Members are encouraged to stop by Security to obtain their File of Life. File of Life is available to Members at no charge.

## **SECTION VIII - GOLF ETIQUETTE, POLICIES AND RULES**

### Etiquette

Proper golf course etiquette/conduct is fundamental to the game of golf. Long Cove Club expects this element of the game to be followed by all Members and Guests, as it shows respect for other golfers, respect for the golfcourse, and is a significant contributor to the condition of the course and enjoyment of play. Persons using the golf facilities should do their part to make a round of golf at Long Cove Club a pleasant experience for everyone.

The number of 18-hole rounds played annually at Long Cove Club is one of the highest in the Lowcountry. With such heavy play, attention to care of the course by Members and Guests, and sensitivity to speed of play, becomes even more important. A few reminders:

1. Properly repair ball marks on greens to help maintain a superior putting surface. Unrepaired ball marks should be repaired as well; remind playing partners to observe this courtesy.
2. Fill fairway divots with sand (smooth over) provided. Walkers should have available a sand bottle or use bottle from a

- playing partner's golf cart/push cart.
3. Keep carts (all four wheels!) on cart path as much as practical, including holes on which carts are permitted.
  4. Keep carts and push carts off greens and green collars (fringe).
  5. Rake bunkers carefully after play, and place rake outside bunker with handle parallel to line of play.
  6. Avoid taking carts on wet, worn, soft or high traffic areas.
  7. Follow directions/signs relative to use of carts on fairways and roughs.
  8. Pick up tees after tee shot and discard broken tees in appropriate receptacle (tees damage mowers and puncture golf cart tires).
  9. Discard cigars and cigarettes, as well as cups, bottles, etc. in appropriate receptacles
  10. Be sensitive to time. Be prepared to play. Anticipate the club or clubs which may be needed for shot. Always be near ball to play promptly. Always carry a sand bottle for filling divots. If a player is delayed in making a shot, it would be courteous for such player to indicate to another player to play.
  11. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
  12. When play of a hole is completed, leave the green and proceed to the next tee immediately. Do the scoring for the completed hole while the others in group are playing tee shot.
  13. Keep pace with the group ahead. If not holding place on course, allow players behind to play through, including delay of play because of ball searches.

#### Policy – General

1. The Rules of Golf of the United States Golf Association (“U.S.G.A.” or “USGA”) together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of Long Cove Club, except as amended by local rules.
2. Disregard for the Club's Policies and Rules will result in disciplinary action and/or fines, as determined by the Board of Directors.
3. Practice on the golf course is not allowed.
4. All players regardless of age, are expected to know and observe the fundamentals of golf etiquette.
5. Cell phones and smart phone devices must be placed on silent mode while on the golf course and practice areas. Texting is acceptable in these areas with care taken not to disturb other players. Phone use is restricted to the locker rooms or on the common grounds outside the clubhouse. In the event of emergency, these restrictions do not apply.
6. Members are responsible for their Guest(s).
7. Due to the dangerous nature and presence of alligators in all Club lagoons, Long Cove Club's policy, intended to encourage safety and good judgement, is to strongly advise against golfers searching for and / or retrieving golf balls from Club lagoons. Golf ball retrieval from Club lagoons and the banks that border the lagoons by other than golfers registered to play golf is prohibited at all times.

#### Policy – Golf Tee Times

1. All golfers must have a starting tee time reserved through the Golf Shop or online through ForeTees.
2. Regular tee times cannot be made more than two (2) WEEKS in advance.
3. Members may make up to four (4) tee times per phone call or online through ForeTees (except RBC Heritage Week), provided there are an appropriate number of players to use the tee times.
4. A tee time that is not cancelled by 5:00 pm three (3) days prior to the scheduled tee time may result in a penalty to the Member responsible, said penalty being four golf cart fees. Member will be warned for the first offense; subsequent offenses will be subject to full penalty.
5. The use of any form of Artificial Intelligence (AI), or “BOTS” by a member to gain an advantage in booking tee times on ForeTees is prohibited. A member, or members found to be using such AI would be subject to sanctions including, but not limited to, suspension of golf privileges and/or suspension of ability to book tee times using ForeTees.

## Policy - Golf Course/Practice Areas Closure

1. The golf course and practice facilities are closed on Monday, except for Holidays and Special Events. A “Special Event” (such as a group/charity event) that is held on Monday, may not imply that Members have access to the golf course and/or practice facilities. Members are advised to check with the Golf Shop for details.
2. Decisions regarding the Clubhouse operating hours, if the Club is open, are determined by the House Committee in consultation with Management.

## Policy - Golf Attire

1. **Men/Boys:**
  - a. Acceptable attire includes:
    - 1) Shirts with collars and sleeves, including mock neck shirts and collarless golf shirts.
    - 2) Regular pants and golf shorts no shorter than four (4) inches above the knee.
    - 3) Other golfing attire that is generally available in pro shops.
  - b. Shirts must be tucked in, unless designed to be worn outside.
  - c. Headwear is to be worn in the traditional “bill forward” manner.
2. **Women/Girls:**
  - a. Acceptable attire includes:
    - 1) Shirts, slacks, and golf shorts with length that is generally consistent with current fashion for golfers.
    - 2) Other golfing attire that is generally available in golf pro shops.
  - b. Shirts must be tucked in, unless designed to be worn outside.
  - c. Headwear is to be worn in the traditional “bill forward” manner.
3. Unacceptable attire examples: cargo pants/shorts (*sewn-on exterior pockets*), T-shirts, tank tops, sweatpants, denim jeans, bathing suits, athletic/workout wear, cut-offs, other items not considered traditional golf attire.
4. Appropriate golf attire is required for all players on the golf course and practice facilities. Members should remind their guests of the golf attire policy prior to their arrival at the Club to avoid embarrassment for the Member and Guest(s).
5. Management/Staff may determine the suitability of attire for play or practice; their decision is final.
6. Shoes other than “spikeless” golf shoes must be approved prior to play by the Golf Shop Staff.

## Policy – Guests

1. During April, Members may have a maximum of three (3) guests per day.
2. Generally, during months other than April, Members may have up to seven (7) guests per day. Before making definitive plans, it is advisable to confirm desired arrangements with the Golf Shop. The greenfee for guests trailing the Member accompanied group will be the prevailing guest fee rate.
3. Upon arriving at the Bag Drop, all Guests must proceed to the Golf Shop for registration.
4. Members are responsible for their Guests, including their conduct on property and all charges.
5. Individual guests are allowed to play a maximum of six (6) rounds per calendar year. Excluded from this limitation of play are Legacy Members and Family Guests. Tournament rounds are not considered “guest rounds”.

## Policy – Family Guests

1. Children of Members in good standing between ages 18 (inclusive) and 25 (inclusive), and said children are pursuing an academic degree on a full-time basis or are enrolled in the Armed Forces of the United States, may have unaccompanied access to all golfing facilities of Long Cove Club, including Clubhouse privileges.
2. Children of Members who are in the age category stated in 1. above are eligible to play in the Championship Flight of the Medal Play and Match Play Championships.

3. A Member's child 18 years-old or older (and not enrolled in school or the Armed Forces of the United States), son-in-law, daughter-in-law, grandchild, parents, and siblings, while accompanied by a Member, may play the course at the prevailing reduced family green fee, plus regular cart fee, if applicable. Sibling spouses and children are not eligible for the family rate.
4. Member assumes full responsibility for the conduct of all Family Guests, as well as compliance with all relevant Policies and Rules of Long Cove Club, and the timely payment of any charges incurred.

#### Policy – Large Group Events

1. Requests for outings are directed to the Head Golf Professional, who will present requests and make recommendation to the Golf and Greens Committee.
2. A Member who desires to reserve a block of more than four (4) tee times for a tournament or special event should direct such request to the Head Golf Professional, who will present request and make recommendation to the Golf and Greens Committee.
3. All requests for Large Group Events must be submitted at least six (6) weeks in advance and provide the following information:
  - a. Purpose of event
  - b. Date(s) of play and desired starting time
  - c. Number of tee times requested.
  - d. Number of Members and Guests participating
4. Member participants in approved outings will relinquish an appropriate number of "Advanced Tee Times".

#### Policy - Advanced Tee Times

The purpose of Advance Tee Time privilege is to allow Members to book a maximum of two (2) tee times every six (6) months to guarantee play.

1. Advanced Tee Times are approved on a per lot basis.
2. Advanced Tee Times are not intended to facilitate regular play, including group play.
3. Advanced Tee Times are not transferable and do not accumulate.
4. The Golf Shop will manage the Advanced Tee Time process.
5. There are no Advanced Tee Times available during Heritage Week.
6. Advanced Tee Time(s) cancelled more than two (2) weeks prior to date of play may be re-booked within the same six-month period.

#### Policy – Handicaps

1. Handicaps are computed under the supervision of the Handicap Committee in accordance with the current USGA World Handicap System.
2. All Members with a USGA approved handicap may participate in Club tournaments. Handicaps will be required for all Club events. All handicaps submitted may be reviewed, and adjusted if deemed appropriate, by the Tournament Committee and/or Handicap Committee.
3. After each round of golf, a player must enter his/her score in the handicap computer located in the Golf Shop or on the Internet. The Golf Shop staff will assist with the posting procedures, if requested.
4. Failure to post a legitimate score on day of play on more than three (3) occasions during a calendar year may result in the Handicap Committee posting a penalty score for those players who neglected to post a score.
5. Handicaps are subject to peer review, as required by the USGA. Adherence to the USGA World Handicap System will be monitored.
6. Certain events designated as "Competition" or "C" score events will be identified and posted in the Handicap System as tournament Competition or C scores. Score posting for members on GHIN for these events will be done by Golf Staff.
7. Members without a valid USGA Index will not be eligible to play in Club tournaments, unless a legitimate, verifiable justification, acceptable to the Handicap Committee and/or Head Golf Professional, is provided in writing (email acceptable). The decision of the Handicap Committee and/or Head Golf Professional with respect to justification provided and the potential

assignment of handicap will be final.

### Policy - Use of Alternate Tees in Club Competition

Generally, Club competitions for men are set from the white tees. Other tee options are available to those who qualify under the Club's Competition Policy, which states that in order to play from an alternate set of tees 80% of the last 25 scores posted or 80% of all scores posted within the past four months with a minimum of 10 scores must be from the tees desired to play.

### Rules – Use of the Golf Course

1. The golf course (defined, for this purpose, as all areas of the course designated “in bounds” but, excluding the cart path), is to be used only for playing golf. At no time is the playing of other sports or any other activity allowed on the golf course.
2. Non golf activities such as, but not limited to, biking, walking of pets, jogging, fishing, ball hawking and similar activities are not permitted during normal hours of play when golfers are present, generally between 7a.m. and 7p.m. At no time is the playing of sports or other activities other than golf allowed to be played on the golf course.
  - a. Members may walk on the cart paths to and from the Clubhouse or Sports Center, if they do the following:
    - Observe proper golf etiquette while walking on the cart path. This means staying out of sightlines of golfers. If you see golfers on the tee, step aside and out of sight, until the golfers have hit.
    - Do not disrupt play. Priority is always for the golfers playing on the hole where you are walking. If needed, stay far from the green during approach shots, and stay well outside of driving distance when approaching a tee. If you are unsure of the driving distance stay out of sight until all the players have hit and start walking or driving to their ball.
    - Walking to the Clubhouse or Sports Center on the cart path during play is limited to holes 1, 2, 9, 10, 11, and 16-18. Walking on other holes between 7AM and 7PM during play when golfers may be present is prohibited.
    - Proper attire is required and should be consistent with the dress code requirements for the Jim Ferree Bar.
    - Do not make any noise that would be considered disruptive. That includes talking or playing music on your phone while walking on the cart path.
    - This practice DOES NOT allow walking across fairways to get to the cart path or to the clubhouse during play when golfers may be present.
    - This practice DOES NOT allow for biking or walking dogs on the cart path during play.
    - An individual's privilege may be revoked or suspended if rules are not followed.
    - Walkers assume all risks of injury associated with walking to the Clubhouse or Sports Center.
3. Persons involved in non-golf activities noted in 2. above are to yield cart path to maintenance personnel and equipment, thereby enabling equipment to remain on cart path instead of being diverted to the golf course.
4. Fishing in lagoons adjacent to golf course is permitted when golfers are not present, usually before 8:00 AM and after 7:00 PM, depending upon time of year. Under no circumstances should any child under 16 years of age fish along the lagoons unless accompanied by an adult (a responsible person at least 16 years of age with a driver's license) and to stay at least 10 feet from the water's edge.
5. Pets must always be on a leash and are not allowed on the golf course (see 1. and 2. above).
  - a. Members/Guests or person responsible must clean-up after their pets.
  - b. Pets are not permitted on greens or in bunkers.
  - c. Pets are not permitted on any practice tees or greens.
  - d. Pets must not be engaged in any activity that may cause damage to the golf course, such as chasing balls or other objects.

### Rules – General, Golf Course

1. Management may close the golf course to play at any time, at its sole discretion.
2. Slow play is not tolerated (foursomes should complete an 18-hole round in at least four (4) hours and seventeen (17) minutes).

3. Play starts at #1, unless otherwise directed by Golf Staff. "Cutting-in" is not permitted at any time.
4. Twosomes and singles will be grouped with other players, if available and appropriate, at the discretion of the Golf Staff. Approval of singles play is at discretion of Golf Staff.
5. Foursomes control the speed of play; twosomes/threesomes should not expect to play through foursomes unless there are open holes ahead, or they are invited to play through by the foursome. Foursomes shall have the right of way.
6. Fivesomes are not permitted on golf course unless approved in advance by Golf Staff.
7. Players late for their assigned starting time lose their right to that starting time and will begin play at the discretion of the Golf Staff.
8. All players who stop after nine holes for any reason, provided they intend to continue play, must occupy the next tee prior to arrival of following players; if late arrival at tee, permission to continue play must be obtained from Golf Staff.
9. All groups are expected to play without delay and maintain their position on course; otherwise, the following group must be allowed to play through. Golf Staff personnel have authority to manage such situations.
10. Walking for a round of golf is allowed on the golf course when the course is open, except during specified Club events as deemed appropriate by the LGA or MGA tournament committees and/or the Head Golf Professional.
11. All persons must adhere to signs posted on golf course, such as "Course Closed", "Cart Path Only".
12. Each player must play with a separate set of clubs.
13. Members/Guests are not permitted to bring their own alcoholic beverages onto the golf course.
14. When weather warning sounds (one long blast), all persons must immediately discontinue play and seek appropriate shelter. Golfers and others are not allowed to return to the golf course until the "all clear" signal (three short blasts) has sounded indicating that it is safe to resume play. This includes all practice areas.
15. If a walking player decides during a round to ride in a golf cart or use a push cart, the appropriate fee will be charged.

#### Rules/Policy – Golf Carts and Push Carts

1. The Golf Course Superintendent has the authority to restrict carts to cart path at any time.
2. Keep golf carts and push carts off greens and green collars (fringes)
3. Do not drive a golf cart within twenty-five (25) yards of green (except on cart path).
4. Golf carts (all four wheels!) must remain on cart path at tee boxes. Push carts must remain off tee boxes.
5. Golf carts and push carts are not to be driven/pushed into a hazard.
6. Avoid soft, wet, and worn areas on the golf course (fairways and roughs).
7. When approaching green, park golf cart (all four wheels!) on cart path on the best direct line to the next tee. Never leave the golf cart in fairway approaching green.
8. Operation of a golf cart or push cart is at the risk of operator. Cost of repair to a golf cart or push cart, which is damaged by a Member, Family Member, or Guest of a Member, will be charged to the Member. Member is fully responsible for any and all damages, including personal injury and property damage that is caused by the operation of the golf cart or push cart by the Member, Family Member or Guest of Member.
9. The operator of the golf cart must have a valid driver license.
10. Usually, no more than two (2) persons can occupy golf carts; Golf Shop Staff has discretion to determine unusual circumstances. Golf bags on golf carts limited to two (2).
11. Riders in the golf cart must be in the seat of the golf cart. Children should never be left unattended in a golf cart.
12. Riding on the back of a golf cart is not safe and is not permitted.
13. Golf carts are not to be driven to or on private property at any time, except in case of emergency.
14. The use of privately owned golf carts is not permitted.
15. Members may purchase and use personal use walk carts under the following stipulations:
  - The model of walk cart must be approved by Director of Golf or Head Professional before it can be used.
  - The daily walk cart fee will be charged for each round the walk cart is used. An additional option would be to pay an annual "Trail Fee" equal to the cost of an annual walk cart for unlimited use.
  - There must be a sand bottle available to be used during play.
  - Personal walk carts will not be stored at the club and must be transported by the cart owner.

16. Qualification for Disability Cart:

- a. To qualify, members must possess a valid South Carolina Disability Permit, which may be obtained at the local DMV, indicating evidence of a permanent disability.
- b. Next, an application to the Club must be made that includes a notice from an appropriate practicing physician confirming that the applicant has difficulty walking significant distances and that the condition is permanent. Properly completed applications are to be submitted to the Head Golf Professional; final approval is made by the General Manager.
- c. Members approved for Disability Cart are required to ride alone unless there are other such approved individuals in the same group, in which case two so approved must ride in the golf cart. All applications will be reviewed annually (date of application) for renewal to ensure that this added access is necessary for the individual to play golf.

Rules – Practice Facilities

1. Practice facilities (range, chipping and putting) are open during normal operating hours for Golf Operations. The practice facilities are closed on Monday for maintenance, except for holidays or special events, when the Club is open (call Golf Shop for specifics).
2. Practice balls are for use on the practice facilities only and are not to be removed from these areas. Practice balls are not to be used on the golf course. Any Member or Guest found to be playing on the golf course with practice balls will be subject to disciplinary action and/or fines, as determined by the Board of Directors.
3. Members/Guests are responsible for removing tees and other debris from practice station on the range upon conclusion of practice. Leave hitting station in good condition for next Member or Guest.
4. Only designated practice stations on the practice range are approved for hitting practice balls.
5. Approved golf attire is required for practice facilities.
6. It is the responsibility of Members to adhere to posted signage indicating distance restrictions, facility closing, divot patterns, and any other signage posted in the practice areas.
7. Members/Guests are responsible for clearing practice balls from the chipping green upon conclusion of practice and placing balls in or near basket(s) provided.
8. When weather warning sounds (one long blast), all persons must immediately discontinue practice and seek appropriate shelter. Individuals are not allowed to return to the practice facilities until the “all clear” signal (three short blasts) has sounded indicating that it is safe to resume practice.

Miscellaneous

1. Locker Room

- a. A limited number of lockers are available for Members for an annual fee.
- b. Locker room attendant is on duty during posted hours. Shoe service is available.
- c. Members and Guests are encouraged to use the Locker Room for changing of shoes, etc. A personal locker is not required for this convenience.

2. Club Storage

- a. Golf bag storage is available for an annual fee; bag storage space is limited.
- b. Fee charge is per bag.

3. Golf Shop Credit

In certain Club tournaments, prizes may include merchandise credit in the Golf Shop. Such “tournament credit” may be applied to purchases of golf merchandise only. A balance of “tournament credits” is valid between January 1 and December 31; there is no credit carry-over to the next year, and any balance not used during the relevant calendar year will be forfeited.

**SECTION IX - SPORTS CENTER RULES AND REGULATIONS**



## **General**

1. At least one tennis, pickleball, or bocce player from each court must register all participating players in the Sports Center prior to play.
2. Sports Center Director or his/her designee has, the authority to determine whether courts are playable.
3. Tennis Courts are closed for maintenance from 12 pm to 2 pm except for courts #1 and #2.
4. Members must sign up for courts prior to play, whether for themselves or for a guest.
5. Members are limited to a maximum of one court reservation for two hours during the hours of 8:00 am to 12:00 pm.
6. Members may reserve the ball machine for one hour per day 14 days in advance and for a second, non-consecutive, hour in the same day, 24 hours in advance.
7. Court reservations may be made up to 14 days in advance.
8. When the weather siren sounds, all players must leave the courts and seek appropriate shelter immediately.
9. Non-Long Cove teaching professionals are not allowed to teach at the Long Cove tennis facility except by written approval from the Sports Center Director.
10. All children at the Sports Center must be monitored by their parents or guardian unless participating in authorized activity at the Sports Center. Parents or guardians are at all times responsible for their children's behavior.
11. Leashed and accompanied dogs are permitted at the Tennis Facility. No pets are permitted on any of the sports courts at any time.

## **Attire**

1. All Members and their guests must be dressed in appropriate attire. The following items are considered inappropriate and are not permitted on the tennis or pickleball courts:
  - Cut-off shorts
  - Halter tops
  - Bathing suits
2. Only flat rubber soled tennis shoes may be worn on the tennis or pickleball courts.
3. The Sports Center Director or his/her designee has the authority to determine if attire is unacceptable.

## **Guests**

1. Members must register their guests in the Sports Center before play.
2. The daily guest fee must be paid prior to play. Guest fees are published on the Long Cove Club green book website.
3. Guests must play with a Member or with a Member present. A Member must make arrangements with the Sports Center or his/her designee for visiting family Members prior to play without a Member present. Exceptions may be approved by the Sports Center Director.
4. Guests or family Members may attend Member clinics with prior approval of Long Cove Sports Center professionals. Regular guest fees will apply.
5. Members are responsible for the behavior of their guests.
6. The LCC Member that arranges guest play is responsible for collecting guest fees from each non-LCC team Member for each practice/play/match held outside of LCC Sports Center business hours.
7. The LCC Member that arranges guest play will be responsible for notifying LCC security of any non-LCC Members requiring a gate pass and populating Foretees with visitor name information.

## **Rules of Team Formation (league or social) for Members of the Tennis Community:**

1. Team captains and co-captains must be LCC Members.
2. Teams must be comprised of 50% LCC Members.
3. All Members not on a team, but are interested in joining a team, should contact the Sports Center.
4. All non-LCC Members participating on an LCC team will be required to pay all appropriate fees. This includes guest fees when participating in a match or team practice and instructional fees for clinics.
5. LCC Sports Center Staff will assist with the scheduling of practices and home court matches associated with competitive teams.
6. Team practices must follow all LCC Sports Center guidelines.
7. Sports Center staff will advise security of all matches and visiting teams.
8. Visiting players and accompanying spectators will be required to give their names at the entry gate.
9. Spectators arriving separately will be required to provide identification and name their team.
10. Exceptions to any rules will be submitted to the Sports Center Director who must bring it to the Sports Center Committee for a vote.

**All Other Groups:**

1. Requests for regularly-scheduled court time must be submitted to the LCC Sports Center for approval.
2. To be considered for a regular group time, a group must be comprised of no less than eight players.
3. The playing group that is actually utilizing the LCC tennis courts during the reserved time slot must be comprised of a minimum of 25% LCC Members. The LCC Sports Center Director may grant exceptions at his/her sole discretion.
4. The LCC Sports Center Staff may approve one day of play per week, up to a maximum of three courts, for periods of up to six weeks.

*The Sports Center Director has the authority to ask anyone not in compliance with the Sports Center Rules to leave the Sports Center facility. Members who have repeat violations of Sports Center Rules may have their privileges suspended by the Board of Directors.*

**SECTION X - POOL FACILITY RULES AND REGULATIONS**

The Pool Facility is for the enjoyment of Long Cove Club Members and their immediate family Members. All other guests must be accompanied by an adult Member. All pool rules and regulations are posted at the entrances of the pool facility. These rules, mandated by the South Carolina Department of Health and Environmental Control, are to be observed at all times.

Safety Rules

1. No lifeguard is on duty at the pool; therefore all Members and their guests swim at their own risk.
2. Children under 13 years of age, by state law, must be accompanied by an adult (a person 18 or older).
3. Parents or persons responsible for diapered children must ensure these children have clean diapers at all times when in the pool.
4. Running, pushing, and throwing objects in the pool area is prohibited.
5. The use of bikes, skateboards, or roller blades is prohibited in the pool area.
6. No glass containers of any kind are allowed in the pool area. Nonalcoholic beverages may be taken into the pool area in cans or paper or plastic cups. Cans and cups should be rinsed after use to prevent attracting wasps and other insects.
7. No pets are allowed in the pool area.
8. When the weather warning siren sounds, all Members and guests must leave the pool area and seek appropriate shelter immediately.
9. Appropriate swim attire is required. Cutoff shorts are not considered appropriate.

**SECTION XI - DOCK FACILITY RULES AND REGULATIONS FOR BOATS AND KAYAKS**

The Dock Facility is for the enjoyment of Members and guest(s) of Members. All persons utilizing the Dock Facility must recognize the inherent dangers that exist around dock facilities and tidal waters including, but not limited to, swift currents, high winds, and other varying conditions, and should conduct themselves accordingly. Under no circumstances should any child under 13 years of age visit the Dock Facility unless accompanied by a responsible adult (person at least 18 years of age), who assumes full responsibility for the child and child’s behavior. No conveyances of any kind (except utility carts provided by the Association) are permitted on the Dock Facility, and running or “horseplay” is strictly forbidden.

About the Docks

1. The Dock Facility on Broad Creek is the property of the Association. The Dock Facility, which includes boat/PWC docks, ramps, pilings and kayak/paddle board racks, is for the recreational use of Members of the Association. Boat dock spaces for the berthing of approved boats and rack space for kayak/paddle board storage will be assigned to Members upon request, provided such space is available, and the Member is in good standing with the Association and meets the requirements herein. No commercial watercraft or commercial operations, such as charter or for-hire fishing are permitted.
2. The dock facility is not intended to serve as a “storage” facility for boats that are operated rarely or boats that are not seaworthy.
3. Dock or rack spaces will be assigned only to Members who own a watercraft or are in the process of purchasing a watercraft for immediate delivery. Spaces cannot be reserved for future use.
4. A Member who has an assigned dock space may not re-assign the Dock Space Agreement or allow anyone else to utilize the assigned dock space without the express written permission of the Association.
5. A Member who has an assigned kayak rack space may not re-assign the Kayak Space Agreement or allow anyone else to utilize the rack space without the express written permission of the Association.
6. Under no circumstances will anyone be permitted to take actions which may have the effect of circumventing the intent of these rules and regulations.
7. Personal Water Crafts (PWC) are permitted at the Dock Facility (per applicable rules and regulations).

### Dock Space Agreement and Rack Space Agreement

A Member must properly execute a Dock Space Agreement (DSA) or Rack Space Agreement (RSA) before a dock or rack space can be assigned or utilized. The DSA or RSA must be renewed every twelve months. Such renewal will be granted to the Member not later than January 31, provided a Member is in compliance with dock rules and regulations, and other governing documents of the Association. A Member cannot obtain or retain a space without a valid DSA or RSA.

### Community Kayak Use Procedure

Currently there are 13 kayaks available for use by Members and their guests. The kayaks are available on a first come, first serve basis. Members must visit Administration to fill out a one-time liability waiver before use. Members must provide flotation devices and paddles. All Members and Guests using a kayak must file a float plan with Security and call Security upon returning the kayak to the rack.

### Term of Dock/Rack Space Assignment

Dock or rack space may be assigned to a Member on a 12-month basis, February 1 through January 31, so long as the Member complies with these rules and regulations, and is in compliance with other governing documents of the Association.

Not later than December 1 of each year, the Association will mail a DSA or RSA and a request for essential information required for dock or rack space renewal to Members who have an assigned dock or rack space.

The Member must return signed DSA or RSA and provide requested information to the Association not later than January 31 of the forthcoming year for renewal of assigned space.

### **Assignment of Dock/Rack Space**

1. A Member desiring a dock or rack for a watercraft space he/she owns should contact the Long Cove Club Administrative Office, which will provide instructions and the necessary forms for application.
2. Each member in good standing with the Association is eligible for one assigned power motor craft only and one kayak space only, provided that a suitable space is available and the Member owns a power motor craft or kayak, or is in the process of purchasing one for immediate delivery. A power motor craft is defined as any boat or personal water craft that is powered by an engine of any kind. Members are not permitted to keep more than one power motor craft at the docks unless authorized to do so previously prior to May 17, 2021. Once such authorized members who had two power motor crafts prior to May 17, 2021 relinquish one of the aforementioned power motor crafts subsequent to May 17, 2021, they will only be allowed a maximum of one power motor craft at the docks moving forward from that point in time of relinquishment.
3. Dock space assignments will be made by the Director of Community Services, and will be assigned on the basis of availability, size of boat and navigational considerations, all of which are considered to ensure the efficient and safe use of the dock space.
4. Dock Facility will be inspected at least weekly to ensure that watercraft are in assigned spaces and that no unauthorized watercraft are utilizing the Dock Facility.
5. To receive or retain an assigned dock space, a Member's watercraft must occupy assigned dock space no less than six (6) months in any contract year, except that Member will not be held to this standard if Member's boat is assigned dock space for a portion of the current contract year. The Member must be in compliance with all governing documents of the Association.
6. To retain an assigned dock space, the Member must file a float plan with security to demonstrate that they have used their boat/PWC a minimum of 25 hours during the term of the Agreement, hours will be prorated based on time of dock space assignment.
7. To retain an assigned kayak rack space, the Member must file a float plan with security to demonstrate that they have used their kayak/ paddle board a minimum of 15 hours during the term of the Agreement, hours will be prorated based on time of rack space assignment.
8. All Members and Guests using a community kayak must file a float plan with Security before leaving the dock and call Security upon returning the kayak to the rack.
9. Dock or rack space assignments are not transferable by Members, under any conditions. Dock or rack space assignments do not transfer with the sale, lease or other disposition of the Member's house(s), watercraft(s) or other property.
10. No Member will have a temporary or permanent right to a particular dock space. The Director of Community Services is authorized to manually reposition boats a nominal distance to optimize dock utilization. Otherwise, the Association may, with prior notice to the boat owner, change the location of the Member's assigned dock space to another location of comparable size, and request boat owner to move the boat to the new assigned dock space. If reasonable attempts to contact the boat owner fail, or the boat owner does not promptly comply with the request, the Director of Community Services will have the boat moved to the new assigned dock space, and will so notify the boat owner.
11. In an emergency, the Association or its designee may, without notice to the Member, change the location of the dock space to another space of comparable size, and move the boat to such space. Depending on the circumstances, an effort may be made to

- first notify the Member of the need to relocate the boat, so that the boat can be moved by the boat owner or his/her designee.
12. A Member may be requested to change his/her kayak rack space location to ensure the safe and efficient use of the facility.
  13. Anyone requesting a slip for the first time is strongly encouraged to have completed a basic seamanship course offered by The Power Squadron or the Coast Guard Auxiliary.

#### Maximum Length/Height

The overall maximum length (including the swim platform, anchor and raised outboard engines) of any boat to be assigned a dock space at the Dock Facility, temporarily or permanently, is 40 feet. The Dock Facility was not designed and constructed to handle boats larger than 40 feet. The overall maximum height (including any structure i.e.; tuna tower but excluding radar equipment, antennas and sailboat masts) of any boat to be assigned a dock space at the Dock Facility, temporarily or permanently, is 16 feet above water line.

#### Condition of Watercraft

The watercraft and its engine(s) must be safe, clean, shipshape and in good operational and physical condition, capable of self-propulsion and being maneuvered. Upon request of the Director of Community Services, the Member must be able to demonstrate the operational mobility of his/her watercraft.

#### Availability

Dock or rack space will be assigned to a Member as dock or rack space is available and when the Member has fulfilled all requirements necessary to be granted a dock or rack space. Space is not guaranteed when requested by a Member, as there are a finite number of spaces and there may be other Members on a waiting list. When all suitable dock spaces are occupied, the requesting Member's name will be placed on a waiting list.

#### Liability

The use of the Dock Facility is at the sole risk of the Member. The Long Cove Club Owners Association will not be liable for the care and protection of any personally owned watercraft, its appurtenances or contents.

The Association will not be responsible for injuries to any person or damages to or loss of personal property of a Member or Member's guest(s) occurring on or around the Dock Facility. The Association will be held harmless and indemnified for loss or damage to the Dock Facility or liability resulting from any act or omission by the Member, or by his/her agents, employees, invitees or licensees.

#### General

1. The Member will comply with all policies, rules and regulations as set forth in the Association's Rules and Regulations, or any amendments or supplements thereto, as well as other governing documents of the Association. Following the "cure" period as stated in the DSA, the Association reserves the right to remove, at the Member's expense, the Member's boat if the Member is not in compliance with the rules and regulations of the Association, which includes but is not limited to, account delinquency.
2. A Member will ensure that Member's boat is secured properly by quality dock lines of adequate size and condition. *See "Dock Lines" for specific guidelines.*
3. Members are responsible at all times for their guests.
4. The Member may dock his/her boat only in the Member's assigned dock space as noted in the DSA or as posted at the Dock Facility.
5. Living aboard or residing at the Dock Facility is not permitted.
6. It is the sole responsibility of the Member who has a watercraft to comply with the laws of South Carolina.
7. All PWC must have a four stroke engine with both forward and reverse and shall not exceed 13 feet in length.
8. All PWC must be docked on LCC owned floating PWC docks.

#### Ownership

1. All owners and co-owners must be Members of the Association.
2. The Member is required to provide the Association with a copy of the Member's proof of ownership for boat before the Member can be assigned dock space. Proof of ownership shall be a current and valid federal Certificate of Documentation (for documented boats) or state registration. A bill of sale will be accepted only as interim proof, pending receipt of one of the documents listed above within a reasonable period of time.
3. For rack space, Member must attest to ownership of the kayak/ paddle board.
4. Dock or rack space will not be assigned to a watercraft which is part owned by any person other than a Member.
5. The Member will advise the Association in writing of any legal change of ownership or rental of the watercraft within 48 hours following such change and, upon request, provide evidence thereof as the Association may require.

6. A Member(s) may sell shares in his/her watercraft to other Members. All owners of a watercraft must immediately notify the Director of Community Services of any and all ownership changes and submit to the Director of Community Services a revised and executed Dock Space Agreement, as well as required insurance and registration documents.
7. Each owner of a watercraft with multiple owners will be designated as a co-owner as long as he/she acquires and retains at least a 25% ownership in the watercraft. Partial owners of a watercraft who have less than 25% ownership of a watercraft are not deemed to be co-owners.
8. Any new co-owner(s) (as defined above), upon submission of the required documents for the co-owned boat, will be placed on the bottom of the dock space waiting list, if they are not already on the list. A co-owned watercraft may retain the use of the assigned dock space as long as a co-owner has been granted the privilege of an assigned dock space.
9. When a Member reaches the top of the dock space waiting list, he/she will be notified by the Director of Community Services. If the Member is a "co-owner," as defined above, that Member will be granted the privilege of an assigned dock space for the watercraft in which he/she has an interest. Alternatively, if the Member so chooses, he/she may be granted the privilege of an assigned dock space as described in Rule Section titled "Assignment of Dock/Rack Space" and, upon such election, forfeits the right to dock space as a co-owner.
10. Should a co-ownership arrangement terminate and there are no remaining co-owners who have been co-assigned a dock space, then that watercraft must vacate its dock space until such time as at least one of the co-owners becomes eligible for a dock space assignment; that is, reaches the top of the dock space waiting list.
11. Co-owners who sell his/her shares in a boat will receive no preferential treatment for another dock space versus Members on the waiting list.
12. The Director of Community Services will review each ownership transaction to insure that the transaction meets the spirit of the dock space assignment rules.

#### Registration or Documentation

All watercraft docked at the Dock Facility must have a current and valid Certificate of Documentation or state registration.

#### Shore Power

1. The Dock Facility has 120 volt power and provides 15 amp service to 25 and 30 foot slips and 30 amp service to 35 and 40 foot slips, which can be used for maintenance on an intermittent basis. These circuits may be used for low current safety requirements, such as bilge pumps, battery chargers and alarm systems on a continuous basis.
2. The use of high current draw equipment such as air conditioners and electric space heaters is permitted at 35 and 40 foot slips for a semi-annual fee. For this service the Member must contact the Director of Community Services.
3. Electrical extension cords may be used for normal routine maintenance and upkeep. Cords must be removed when work is completed or cords are not in use. Cords must be in good condition and must not present a safety hazard.
4. The Director of Community Services will remove all electrical cords that are deemed to be inferior or pose a safety hazard.

#### Insurance and Indemnification

1. The Member represents and warrants that he/she will maintain at all times liability insurance of not less than \$300,000. It is the Member's sole responsibility to ensure that liability insurance will cover all possible events.
2. The Member shall hold harmless the Association and its employees, and shall indemnify the Association for any and all costs, damages, charges and actions the Association may incur as a result of the Member's violation of these policies, rules and regulations and/or mooring of his/her watercraft.
3. The Member who has an assigned dock space will provide to the Association each year a copy of the insurance policy binder in force. This information must be submitted to the Association not later than January 31. Members who have assigned kayak rack space will, by January 31, warrant that required insurance coverage is in force, but will not be required to submit a copy of the insurance policy binder.

#### Miscellaneous

1. The floating docks are relatively narrow. For reasons of safety and appearance, the dock must be kept free of paraphernalia not associated with securing of boats. Exceptions are water hoses and approved electrical cords, if such cords are required for everyday power to boat (as distinguished from temporary electrical extension cords). Water hoses must be kept neatly coiled. Electrical cords, if approved, may be kept on the floating docks, and must be secured so that they do not become a safety hazard. The Association reserves the right to remove any hoses or electrical cords that are deemed unsafe or unsightly.
2. Dock boxes are available for Members use for an annual fee by contacting the Director of Community Services.
3. Trash and flammable materials cannot be stored in dock boxes.
4. Water hoses must be purchased through the Association by contacting the Director of Community Services.
5. Members are not permitted to attach anything permanently to the dock. The usage of dock fenders is permitted only if they are fastened to the installed dock cleats.

6. Crabbing will only be permitted in designated areas, e.g., on the East/West parallel dock adjacent to the on/off ramp. Each crab trap must have an owner identification (ID adhered on the line tied to the dock cleat). Traps must be checked periodically and removed after seven days of usage. Always place the rubber mats located at the kayak rack before you set the crab pot down to protect the deck boards. Crab traps and dinghies are not to be stored at the Dock Facility. Any traps or dinghies left on the dock surface overnight will be removed at the owner's expense, and can be claimed at the Maintenance Office.
7. Trash bins are provided at the entrance of the Dock Facility for light trash only. Heavy trash must be removed. No trash is to be left in the dock buggy or on the docks. The Member is to keep the area in proximity to his/her boat neat and clean.
8. The fish cleaning station is available for use by Members or guests of Members. It is the responsibility of those using the fish cleaning station to thoroughly clean the area after use.
9. No spiked shoes of any kind are allowed on the dock, ramp or landing.
10. Skateboards, rollerblades, bicycles, scooters or other similar recreational conveyances are not allowed on the dock, ramp or landing.
11. Kayaks/paddle board on rack must be tied securely to prevent removal or damage by heavy winds.
12. Members are encouraged to secure their personal kayaks/paddle board with a bicycle lock.
13. Paddles, life vests and other equipment should not be stored in the kayak or kayak rack. If such articles are left overnight, these articles will be removed from the Dock Facility and can be claimed at the Maintenance Office.
14. Recreational swimming from the dock is prohibited.
15. Cleaning and polishing of watercraft are permitted with the following precautions: all materials when placed on the dock surface must be on top of a protective covering such as a canvas/vinyl covering, etc. to minimize staining and scratching of the deck boards.
16. Fueling watercraft at the dock facility is prohibited.
17. Major repairs and service to watercraft at the dock facility is prohibited.

Guest Boats

1. There is transient dock space available for temporary dockage by Members and guests of Members. Dockage in the transient dock space must be approved by the Director of Community Services and is limited to a maximum of two (2) weeks in a given three-month period, said three-month period beginning on the date boat is approved for dockage. However, if space is available, the reservation of dock space at the transient dock may be extended with the approval of the Director of Community Services. The Long Cove Club Administrative Office should be contacted for details.
2. For persons desiring transient space longer than 24 hours, Member making reservations for transient space will sign an agreement stating the period the boat is expected to remain in the transient space, and provide information concerning the boat as requested by the Director of Community Services.
3. PWC transient dockage is limited to a maximum of 24 hours.
3. The Member is responsible for informing his/her guest(s) of the Association's policies, rules and regulations.
4. Transient boats must not exceed 40 feet in length.

Dock Lines

1. Dock Lines must be nylon braided line.
2. All boats MUST be moored using BOW, STERN and SPRING lines.
3. Spring lines run forward from the stern, or aft from the bow of the boat to the dock. These lines should be equal to boat's length and keep the boat from moving fore or aft. They oppose the tension on the bow and stern lines.
4. Bow and Stern lines should be about 2/3 of the boat's length.
5. Boat Captains need to examine dock lines weekly for "chafe." Lines can be damaged by rubbing on sails and surfaces. Chafing can be reduced by not changing the angle of the line abruptly and by using abrasion-resistant pads, such as lengths of leather or hose.

Diameter of Dock Lines

A minimum 1/8 inch of line diameter for every 9 feet of boat length is recommended, although the boat owner is responsible to determine if this minimum standard is sufficient for his/her boat. Larger lines will wear longer and stretch less.

<b>Boat Length</b>	<b>Diameter</b>
Up to 27 feet	3/8 inch
28 feet to 31 feet	7/16 inch
32 feet to 40 feet	1/2 inch

Annual Inspection

Boat owners are strongly encouraged to have their boats inspected by the Coast Guard Auxiliary on an annual basis.

#### Clean Marina Program

Long Cove Club will be designated a "Clean Marina." Members must abide by the rules of the South Carolina Clean Marina initiative posted at the docks. Members must exercise common sense and good judgment in their actions to insure that their activities will not deposit pollution residues in surface waters or elsewhere where they may be conveyed by storm water runoff into the surface waters. Failure to adopt pollution prevention procedures may result in loss of slip from the Long Cove Club Dock Facility.

#### Emergency Conditions

1. The Association reserves the right to move any and all boats to other dock space or to another location in cases where damage to the dock, pilings or other boats has occurred. If time permits, an effort will be made to contact the Member so that he/she can move his/her own boat.
2. In cases of hurricanes or tropical storms, it is recommended that all boats be moved to locations which may be less susceptible to damage by these violent storms. The Association recognizes that it may not always be feasible for a Member to move his/her boat to a safe location. If a Member elects to leave his/her boat at the Association's Dock Facility during severe weather, the following conditions apply:
  - a. The Member will be responsible for any damage done by his/her watercraft to other watercraft or properties, including the Dock Facility.
  - b. The Member will hold the Association and its employees harmless for any damage to his/her watercraft(s) and equipment.
3. When severe weather conditions are anticipated, a designated agent of a boat owner may enter Long Cove Club in order to move boat to a safe haven. Boat owners who plan to be away from the island, or absentee boat owners, should designate an agent to move the boat and report agent's name to the Director of Community Services and to Security.
4. Kayak, paddle board and PWC owners are requested to remove their kayak, paddle board or PWC from the dock if they leave the island during the hurricane season or for a protracted time (i.e. 30 days). Kayaks, paddle boards and PWC must be removed from the Dock Facility if a hurricane evacuation is ordered.

#### Hurricane Preparedness

The Hurricane Preparedness Plan is intended to help boat owners with planning and timely action to minimize damage to their boat, the Dock Facility, and other property. The first week of June through the end of November defines the hurricane season. The National Weather Service and Beaufort County use the following threat conditions:

#### **SEASONAL ALERT AND PREPARATION**

Automatically set, June 1 – November 30

#### **POTENTIAL THREAT**

Hurricane winds expected within 36-72 hours

#### **HURRICANE WATCH**

Hurricane winds expected within 24-36 hours

#### **HURRICANE WARNING**

Hurricane winds expected within 24 hours

#### **HURRICANE IMMINENT**

Hurricane winds expected within 12 hours

The procedures and recommendations outlined below are based upon lessons learned from previous hurricanes:

1. It is recommended that Boats be moved to safer areas.
2. Double all lines and add fenders. Adjust lines so that the boat is snug to the dock. Spring lines should be installed and properly positioned. Check lines for rot or fraying, and replace with new lines, if needed. Storm lines should be 1/4" larger than normal.
3. Boat owners should consider lowering outboard engines to improve boat stability and to help protect engines from damage.
4. Check cleats NOW. A loose cleat on the dock or your boat will not do the job.
5. Fill water and fuel tanks.
6. Batteries should be fully charged.
7. Remove loose equipment such as sails, cushions, canvas, and sailboat booms.
8. Check bilge pump and set it on auto, if possible.
9. For insurance purposes, record all serial numbers and have a good recent picture of the boat.
10. Remove all electronics that are susceptible to windblown debris.
11. Disconnect all shore power, and remove windshields, canvas and antennas, if possible.

## **SECTION XII - ARB / COMMUNITY SERVICES**

### General

The Property Owner is responsible for maintaining the property in a manner consistent with the beauty of the community as a whole.

### Grounds Maintenance and Appearance

1. All exterior changes to a property must be pre-approved by the Architectural Review Board (ARB). This includes, but is not limited to, removal of trees and changes or additions in the landscaping plan.
2. Yard maintenance on a regular basis is required, including mowing, pruning, weed control, and cleaning of driveways, roofs, and structures.
3. The property shall be free of overgrown vines, weedy cleared areas, dead vegetation, or vegetation which may present a hazard to a neighbor. Damaged vegetation and foliage shall be removed and replaced as necessary to be consistent with the landscaping plan.
4. The property shall be free of any unclean, unsightly, or unkempt condition. Litter, trash cans, beach equipment, fishing equipment, or any other unsightly item must be stored in the garage or service yard.
5. No mobile home, trailer, tent, boat, bicycle, or similar item may be placed on any lot, unless garaged, without approval by the ARB.
6. All Direct Broadcast Satellite Receivers or similar device installations must be pre-approved by the ARB so as to limit visibility.

### Exterior House Maintenance and Appearance

1. All changes, additions, or extensions to structures must be approved by the ARB. This includes, but is not limited to, awnings, porches, windows, patios, pools, and roofs.
2. Repainting and reroofing, even if in the same color, must be approved by the ARB.
3. Exterior colors, with the exception of flowering plants, trees and shrubs, must be neutral. White, bright colors or reflective materials are not permitted.
4. Sculptures, pool surrounds, and yard ornaments or structures must be approved by the ARB.
5. All exterior lighting must be approved by the ARB and must not be placed, or be of such wattage, as to disturb neighbors.

### Unimproved Lots

1. No clearing or bushhogging of any property may be done without the approval of the ARB.
2. Fallen or dead trees must be removed. If, upon notification by the ARB, the Property Owner has not removed fallen or dead trees within the period specified in the notification, these objects will be removed at the direction of the ARB and at the expense of the Property Owner.

### Compliance

1. Following an annual property inspection, the ARB will notify the Property Owner of any maintenance issues or maintenance deficiencies observed, such notice to include a time period wherein such maintenance issues or deficiencies must be remedied.
2. If the Property Owner has not remedied the deficiencies or made arrangements to do so within the stated time period, a final notice will be sent to the Property Owner. This final notice will state that if action has not commenced or has not been scheduled to commence within the stated period, a penalty will be assessed until such time as the deficiencies have been remedied to the satisfaction of the ARB. Said penalty will be up to \$500.00 per month, unless a higher amount is recommended by the ARB and approved by the Board of Directors.
3. Communication should be directly between the ARB and the Property Owner.
4. Penalties shall be handled as "club charges" and treated in accordance with Article VIII, Section 10 of the Covenants.

*For a complete set of the ARB guidelines and procedures please contact the Administration Building or download the documents from [www.longcoveclub.com](http://www.longcoveclub.com).*

### Landscape Debris Removal

Landscape debris is collected by the Association on Thursdays. Debris must stay in your service yard until Wednesday afternoon.

### Mailbox Repair and Replacement

For mailbox repairs and replacements, Members must complete a form at Security. A corresponding fee will occur for the work which will be completed within two weeks of receiving the request.

## **SECTION XIII – LONG COVE CLUB GARDENS RULES AND REGULATIONS**



**Garden Hours:** Daily, from 7:00 a.m. to Sunset (electric fence surrounding the garden area is active from dusk – dawn)

**Garden Bed Assignment:**

1. Garden Beds are assigned to Member(s) only and are not transferable.
2. It is the responsibility of each Member with an assigned Garden Bed to follow the Community Garden Rules.
3. Garden Beds may be assigned to more than one Member with the approval of the Director of Community Services.
4. At the sole discretion of the Director of Community Services, assignment of more than one Garden Bed is permissible to a member if additional Garden Beds are available and if there is not a waiting list for assignment of a Garden Bed.
5. All walkways between Garden Beds must remain clear of objects. Obstructions in walkways will be removed.
6. Planting of Trees in a Garden Bed is prohibited. They will be removed if planted.

**Garden Bed Maintenance:**

1. The Association will mow the walkways between Garden Beds.
2. Members must maintain an orderly and weed free Garden Bed, including surrounding walkways. Plants in Garden Beds shall not infringe on community space and aisles or interfere with an adjacent Garden Bed. Members who do not maintain their Garden Bed(s) will forfeit their Garden Bed.
3. A Member who is expected to be away and temporarily unable to maintain their Garden Bed, shall arrange to have their Garden Bed maintained by another Member or covered. Members should inform the Director of Community Services of the dates they will be away and the name of the temporary gardener.
4. If a Garden Bed is not maintained, the Member assigned to the Garden Bed will be given two weeks' notice to clean up the Garden Bed. Failure to address the deficiency within the two-week time frame will result in re-assignment of the Garden Bed and any clean up expenses will be charged to the Member's account. A Member will be contacted by e-mail; via US mail, and a sign will be placed at the Member's Garden Bed with notification of a member's responsibility to maintain the Garden Bed per the Community Garden Rules.
5. Garden Bed shall be weeded on a regular basis. Weeds must not be allowed to seed. Weeds are a major complaint of neighbors and other gardeners and are the leading cause of garden bed forfeiture.
6. The Long Cove Club Garden Area is intended to be an environmentally friendly, green habitat for growing organic produce and supporting beneficial pollinators. As such, the use of artificial chemical fertilizers, pesticides, or herbicides is prohibited. Insect, weed, and disease control is to be accomplished only with organic substances identified in the Organic Materials Review Institute (OMRI) Organic Products Listing (<https://www.omri.org/omri-lists>). A Member's Garden Bed assignment and this Agreement will be terminated immediately if the Member uses any non-organic chemicals. The cost of replacing the contaminated soil with new organic soil will be charged to the Member's account.

**Trash:**

1. Members must keep trash and litter cleaned from Garden Bed, as well as from adjacent pathways and fences.
2. Materials shall be disposed in the designated trash collection bins. Plant material is not allowed in the trash bins.
3. Weeds and diseased or infected plants that are removed from the Garden Bed are to be piled in the labeled areas for disposal.
4. Any "gardening material" bag brought to the garden area must be empty when brought into the Long Cove Club Garden Area. Any filled bag must be immediately removed.
5. Keep the garden area attractive for neighboring residents and safe for all.

**Watering:**

Members must report all leaks to the Director of Community Services. Faucets shall be shut off when done watering. Hoses should remain on pathways and not in other Member's Garden Beds. Watering of Garden Beds is allowed between 5:00 a.m. and 7:00 p.m.

**Tools:**

Hoses should be neatly coiled, and tools hung in the shed upon completion of work in a Garden Bed. Maintain a clutter free space in the shed. Seemingly random piles and bags of materials should be cleaned up.

**Members, Family, Guests and Pets:**

1. Members are reminded to use good personal safety practices when visiting the Long Cove Club Garden Area.
2. Children are welcome when accompanied and supervised by an adult.
3. Community rules regarding pets apply in the Long Cove Club Garden Area. Dogs must be leashed at all times and the responsible Member must clean up after their dog.

**Parking:**

Members should park in the area adjacent to the garden entrance, or inside the garden gate. Parking is not allowed on the road.

## **SECTION XIV - COMMUNITY DOG PARK RULES**

*Hours: Sunrise to Sunset*

The Park is open to Long Cove Members and their accompanied guests only. Any guest must be accompanied by a Long Cove Member at all times. Failure to abide by any of the Park rules may result in loss of privileges and/or the issue of a ticket.

1. Each Member is legally responsible for his or her dog; Long Cove Club will assume no responsibility for any injuries to humans or animals.
2. Members must remain in the Park with their dog at all times.
3. No children under the age of 16 are allowed in the Park unless accompanied by an adult Member. The Park is not recommended for small children and infants.
4. Dogs must be leashed when entering and exiting the Park.
5. Dogs must be current on all vaccinations.
6. Aggressive dogs are not permitted on the premises. Dogs must be removed at the first sign of aggression.
7. Female dogs in heat are prohibited from entering the park.
8. Food and drink are not allowed in the Park.
9. Animal feces must be picked up immediately. Plastic bags are available for the disposal of the waste.
10. Holes dug by dogs must be filled immediately.

## **Section XV – FISHING RULES**

1. In order for a Member in good standing or a guest of a Member in good standing to be allowed to fish in the Club's lagoons, a Fishing Permit must be obtained from Security by each individual -Member or guest - who wishes to fish. The person(s) wishing to obtain a Fishing Permit must apply to the Security Office for the Permit, which shall be issued at that time of application. A Member must accompany each guest who applies for a Fishing Permit.
2. A Member or guest of a Member must have the Fishing Permit in open view on or next to their clothing when fishing in Club lagoons. Only individuals who have been issued a Fishing Permit are allowed to fish. Other family members or guests of the Member must apply for a Fishing Permit of their own in order to fish alongside those who already have a Fishing Permit.
3. A Member themselves must be present when a member of the Member's family or a Member's guests are fishing in Club lagoons. A Member must always be in close proximity of a child 16 years of age or younger who is fishing or with those who are fishing.
4. Fishing is permitted in open common areas, but we do ask that you take all safety precautions near lagoons. Fishing is not permitted from common areas/easements that border a Member's lot unless the Member gives permission and is present.
5. Fishing in lagoons on the golf course is permitted during non-golfing hours only (generally before 8:00 a.m. and after 7:00 p.m.) and only from bulkheads and bridges.
6. Fishing in Club lagoons is not permitted before dawn and after dusk.
7. Fish traps and sunk baits for periods of more than two hours are not permitted in Club lagoons.
8. Feeding, teasing or harassing of alligators is strictly prohibited.
9. The Long Cove Club Board can specify and modify, whenever appropriate, when and where fishing is permitted in Club lagoons based upon local conditions, events and alligator mating season.

*Updated April 2024*

## EXHIBIT A

### MEMBER RULES OF CONDUCT

#### 1. MEMBER RULES OF CONDUCT

The Member Rules and Regulations govern the operation of the Long Cove Club Owners' Association, Inc. (the "Club"). The Rules of Conduct (the "ROC") are an integral part of the Rules and Regulations and establish guiding principles for compliance with these provisions. The ROC are also critical in setting expectations for acceptable behavior to ensure the peaceful enjoyment of the Club by all, to safeguard the welfare of our employees and to uphold our vision of being a premier community.

#### 2. CLUB MEMBER STANDARDS COMMITTEE

The Member Standards Committee (the "MSC") is a committee created by the Club Board of Directors under the auspices of the Club's Bylaws. The MSC is chaired by a Member of the Board, and the Members of the Committee consists of two (2) other Board Members. All MSC Members shall sign and adhere to a Committee Member Code of Conduct that includes a provision that all proceedings of the MSC are held in strict confidence, both during and after their service.

The MSC will follow various procedures and protocols in the Committee's execution of its assigned duties. These procedures and protocols include the following:

##### **MSC Committee Practices**

- MSC rules and policies should be clear and well communicated;
- Club rules must be applied in a fair, reasonable, equitable and good faith manner through a process that is communicated to the Members;
- The MSC must investigate every incident that is reported to it in a manner that is appropriate in light of the nature of the incident;
- Members accused of a violation should receive appropriate notice and an opportunity to be heard; and
- All disciplinary matters shall be kept confidential.

#### 3. HOW THE DISCIPLINARY PROCESS WORKS

##### **Complaints and Violations**

Members or employees who observe or are affected by any behavior of a Member, a tenant of a Member, or guest (Members are responsible for the conduct of their tenants and guests) that violates the ROC and/or Rules and Regulations may make a complaint. Complaints may be verbal or in writing, and can be provided to a senior manager, the Chief Operating Officer/General Manager (COO/GM), a Member of the MSC or a Board Member. A timely complaint is encouraged and will be held in strictest confidence.

##### **The Role of Members, Management, Employees, the MSC and the Board**

The MSC has the role of assisting in the investigation of reported misconduct and, in appropriate situations, meeting with the Member accused of misconduct in an effort to improve the Member's behavior going forward. During the course of an investigation, the MSC may also meet with Members, Immediate Family, Tenants, Guests or Employees involved in, or witness to, an incident to obtain a sufficient understanding of the pertinent facts.

When a member of Management, the MSC or the Board receives a complaint or otherwise becomes aware of an alleged violation, the typical process is as follows:

##### **The Disciplinary Process**

- The COO/GM will investigate the incident to determine the facts of the case and the concerns of the affected Members or Employee(s).
- The individual(s) accused of the alleged violation may be invited to discuss the incident with two or more Members of the MSC and the COO/GM.
- This discussion determines whether the incident can be resolved at this stage or referred to the full MSC for a hearing. When appropriate and in light of the best interest of the Club, an alleged violation may be reviewed, investigated and/or resolved outside of the normal disciplinary process.
- Depending upon the nature of the alleged violation, the MSC and/or the Board may convene for a hearing without the interim contact as described above if circumstances dictate for an expedited result.
- If a MSC hearing is necessary, the MSC will notify the accused Member of the date and time for the hearing through both email and regular mail, during which the Member will have the opportunity to present his or her position to the MSC. Prior to the hearing, the COO/GM, who does not have a vote, collects the referral write-up and documentation, and presents the facts of the incidents to the MSC. The MSC hearing is closed to all except Members of the MSC, Club Management and the Member who is the subject of the hearing. All MSC hearings shall consist of the MSC Chairperson and the two other members of the MSC, or if one or two of the MSC members are not available, or one or two of the MSC members have to recuse themselves for any conflict or appearance of impropriety, their place or places will be taken by other members of the Board as designated by the President, Vice-President, or Secretary.
- Falsely accusing another Member, Immediate Family or employee during the process, or a lack of candor with the MSC or the Board, is a violation of the ROC and is subject to further disciplinary action.
- The MSC will report all reported violations to the entire Board. With regard to each violation, the MSC will determine and report to the entire Board a recommended course of action for discussion at the next regularly scheduled Board meeting. The findings and the recommended course of action is to be presented to the Board by the chair of the MSC in Executive Session.
- The Board will review the MSC recommendation and make a final determination of action in Executive Session. The Board may confirm, reverse, or modify the MSC recommendation. The Board's decision will then be communicated in writing and/or by email to the Member. This written communication details the process and findings, and then will explain in detail how to complete an appeal petition for a meeting with the entire Board to present the Member's argument against the MSC findings and penalty. The time limit to petition the Board is 15 days from the date of the Board decision, and the hearing is held during the next scheduled meeting of the Board, to be reviewed in Executive Session with the COO/GM presenting the facts of the case. The Board's decision after review is final.
- If any member of the MSC or the Board has a conflict of interest or a perceived one in hearing a matter for a particular Member, they must recuse themselves from hearing and helping to decide the matter.

The Bylaws and the Rules and Regulations enable the potential sanctions that may be imposed as a consequence of a Member's violation of the ROC. The determination whether to impose a sanction and the severity of the sanction to be imposed is entrusted to the discretion of the MSC and Board. Discipline for violations shall be handled on a consistent basis. All investigations of inappropriate behavior shall include a review of past violations for similar behavior. When appropriate, disciplinary actions taken in any case will endeavor to be consistent with prior actions taken in similar incidents. The COO/GM shall be entrusted to place a record of any infraction of the ROC in the file of the offending member.

### The Types of Disciplinary Sanctions

- **Dismissal:** The Club may dismiss the alleged violation and take no action.
- **Fines:** When a violation is sustained, a Member may have a fine imposed.
- **Reprimand Letter:** When a violation is sustained, the Club may send a letter of reprimand to the Member and place such letter in the Member's file for future reference.
- **Probation:** When a violation is sustained, the Club may place the Member on probation for a specific period of time. During this time, if a further incident occurs, an immediate additional penalty may be imposed, the severity of which may be more extensive.
- **Suspension:** When a violation is sustained, the Club may suspend the Member for a specific period of time. During the period of suspension, all Club use privileges are suspended for the Member, family and guests, and the Member continues to be responsible for all financial obligations.

- **Expulsion:** When a violation is sustained, the Board may expel a Member from the Club, permanently forfeiting all their membership privileges and proceed with other remedies provided in the Bylaws as necessary. The Member will continue to be responsible for all financial obligations to the Club until the property is sold by the Member/Member's family.

#### 4. KEY PROVISIONS OVERVIEW AND GUIDING PRINCIPLE

It is impossible to specify every variant of improper conduct that may result in disciplinary action. The Club may determine that a Member's conduct may warrant discipline even though the particular form of misbehavior does not fit precisely within the description of proscribed conduct. **The guiding principle is that Members should, at all times, behave in a civil and respectful manner toward other Members, Club employees and Club Management.** The failure to do so constitutes conduct that may subject a Member who engages in such conduct to discipline.

Illustrations of the above guiding principle include, but are not limited to:

Conduct detrimental to the reputation of the Club: Deliberate or careless actions by Members that clearly and substantially damages our Club's reputation and desirability are an egregious offense and will not be tolerated.

Conduct that interferes with the operations of the Club, Management and/or Employees.

Conduct, which includes but is not limited to, verbal and written communications that attempt to harm the reputation of any of the Club's individual members.

Failure to comply with any of the provisions of the Club Bylaws, Rules and Regulations, and/or Policy Manual.

Inappropriate Conduct Toward Club Employees: The following are some examples of conduct that violate the ROC and/or Rules and Regulations related to Employees and Club Management, such as, but not limited to:

- Threatening, disparaging, or reprimanding an individual Club Employee in any way to include verbal, written, by actions or attitude, or by other means;
- Engaging in any conduct generally accepted as harassment, sexual or otherwise, or by creating a hostile workplace; and/or
- Using rude, vulgar, threatening, harassing, defamatory, ridiculing, or otherwise offensive or inappropriate language (written or oral) or using similarly offensive or inappropriate gestures toward or in the presence of Club employees.

If a Member has a concern with any aspect of a Club Employee's performance of his duties, the Member should express those concerns to the COO/GM. If the concerns relate to the performance of the COO/GM, those concerns should be expressed to the Club President.