

# Wildridge Association Member Rules and Regulations

## Table of Contents

<b>ARTICLE I - Safety, Security and Sanitation .....</b>	<b>3</b>
Safety and Security.....	3
Sanitation.....	4
Failure to Follow Rules and Regulations .....	4
<b>ARTICLE II - General Regulations.....</b>	<b>6</b>
Gatehouse Access and Guests .....	6
Use of Facilities, Reservations and Rentals .....	7
Access for Individuals Evicted from Property .....	7
Deliveries for Members / Guests.....	7
Skateboards .....	7
<b>ARTICLE III - Unlicensed Motor Vehicle .....</b>	<b>9</b>
Definition of U.L.M.V. ....	9
Operating Requirements.....	9
Individuals Authorized to Operate U.L.M.V.'s .....	10
Exceptions for Individual Operation of U.L.M.V. ....	10
Operation of self-propelled skate boards (gasoline / electric).....	10
No Pleasure Riding During Quiet Time .....	11
Failure to Follow Rules and Regulations .....	11
<b>ARTICLE IV - "Quiet Time" Policy .....</b>	<b>12</b>
Adults .....	12
Youths (Persons Under the Age of 18) .....	12
Failure to Follow Rules and Regulations .....	13
<b>ARTICLE V - Building Codes and Restrictions .....</b>	<b>14</b>
Authorized Use of Member Lots and Wildridge Property .....	14
Member Responsibilities.....	14
Permit for Improvement .....	15
Recreational Vehicles.....	15
Building and Improvements Square Footage .....	16
Combined Lots (Allowance for Additional Square Footage) .....	16
Easements / Setbacks .....	17
Stand-Alone Buildings .....	17
Carports .....	17

Parking .....	18
Fences .....	19
Prohibited Improvements / Items .....	19
Failure to Follow Rules and Regulations .....	19
<b>ARTICLE VI - Park Administered Utilities .....</b>	<b>21</b>
Wildridge Responsibilities .....	21
Member Responsibilities .....	21
Electricity .....	21
Water .....	21
Unauthorized Use of Park Utilities .....	22
<b>ARTICLE VII - Drainage and Ditches .....</b>	<b>23</b>
Member Responsibilities .....	23
Permit for Improvement .....	23
Failure to Follow Rules and Regulations .....	23
<b>ARTICLE VIII - Sewer Connections .....</b>	<b>25</b>
Member Responsibilities .....	25
Permit for Improvement .....	25
Failure to Follow Rules and Regulations .....	25
<b>Additional Authoritative Resources .....</b>	<b>27</b>

# **Wildridge Association Member Rules and Regulations**

The following rules and regulations governing association members and guests apply to all common areas of Wildridge Association as well as to all lots therein. All rules and regulations are binding on all successor lessees. The laws of the United States and the State of Indiana shall apply. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary. Lease holders who file legal action against WildRidge will be responsible for all applicable legal fees incurred by the Association.

## **ARTICLE I - Safety, Security and Sanitation**

### **Safety and Security**

1. Wildridge management will preside over the security and welfare of the Association and its property. Infractions and problems will be addressed in the manner deemed most appropriate and might include verbal instructions, written citations imposing fines and possible eviction. Violations may be reported to law enforcement for investigation and legal action taken when necessary.
2. Speed limits will be enforced on all motorized vehicles, including two, three and four wheelers.
3. The use of grills and campfires are permitted and must be managed in a safe manner. Fires must be attended at all times if there is no fire ring or ditch for the fire. Open fires must be extinguished before going to bed or leaving the lot for a period of time exceeding one hour. When weather or environmental conditions warrant (wind, extreme dry periods, etc.), open fires may be temporarily prohibited until conditions are safe. Notices will be posted at the Security Gate House and Day Lodge when appropriate.
4. Absolutely no shooting of firearms will be permitted. Wildridge staff is required to notify law enforcement officials immediately. In cases not related to personal protection, disregarding this guideline by a member or guest, regardless of who actually discharges the firearm, will result in eviction procedures to be initiated for the lot lease holder.
5. No aerial fireworks are allowed anywhere on Wildridge property. This includes common areas, roads and member lots. Non-aerial fireworks must be set off on member lots and not in the common areas.
6. No shooting of dangerous projectiles (bb /pellet guns, sling shots, paint guns, etc.) shall be permitted.
7. Hunting within the boundaries of Wildridge is prohibited.

## **Sanitation**

1. Dumpsters are only to be used for household trash accumulated on member lots during their stay at Wildridge. Debris accumulated outside of the Park should not be disposed of using Wildridge resources. Unless specifically provided for, dumping building materials, gas grills, propane tanks, lawn furniture, appliances, items with refrigeration components, or any large items in any dumpster is strictly prohibited. Access to the dumpster is limited to days / times that the area is open for member use.
2. Association members are fully responsible for keeping their lots free of rubbish, trash, refuse, garbage, junk which causes unsightly or unsafe conditions.
3. All animals will be confined to the member lot or on a leash. Only domestic animals are allowed. Pet waste in other members' lots must be cleaned up by pet owner. All pets must be managed so as not to cause an undo nuisance to other areas of the Park outside of the members' lot. This includes noise, odors and unkempt yards.

## **Failure to Follow Rules and Regulations**

1. The time frame to address each situation is dependent upon its seriousness and potential safety issues. Some violations require immediate attention in order to protect the safety and welfare of individuals and Park assets.
2. If there is a difference of opinion on any violation, the decision of the Wildridge representative will prevail until the member appeals the decision at the next meeting of the Board of Directors. If an individual ignores the representative and continues the violation, restrictions and additional penalties may be imposed as determined appropriate by the Board of Directors.
3. All penalties are applied against the lot lessee, regardless of who causes the infraction.
4. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary.
5. Violations may result in verbal or written direction from the Wildridge representative of how to immediately correct the violation. Written citations will note the date / time of the violation. A citation may be issued based on frequency, abusive language, severity of violation or combination thereof.

6. Penalties and fines may be assessed in the following amounts for this Article of these Rules and Regulations:
  - First offense - \$25.00.
  - Second offense - \$50.00, continuing in \$100.00 increments for every offense in addition to attorney fees, costs and interest involved in Wildridge Association's enforcement and litigation of each violation.

## **ARTICLE II - General Regulations**

### **Gatehouse Access and Guests**

1. Wildridge is a gated community and access is restricted to members and invited guests. Gate access is available 24 hours per day, 365 days per year for members. While the gate attendant might open the gate to promote the safe and efficient flow of traffic at times, members should not anticipate this as a routine. Gates should normally remain closed and would only be left open in the case of an emergency or malfunction. Each member is expected to use their assigned gate card for entry onto the Wildridge Association property. Gate cards are available from the manager or designee.
2. A guest list / guest pass is used for invited visitors. In order for an invited guest to be granted access to Wildridge Association property, the lot lease holder must register them with the gate attendant. Unless a non-member is accompanied by a member or registered as a guest, access to the Wildridge Association property will not be granted. It is the responsibility of the member to properly register guests and to coordinate their access privileges with Wildridge representatives. Members are ultimately responsible for their guests at all times.
3. No member or visitor should ever provide access to the Wildridge Association property for an individual they do not know. An access card should not be used to provide access to a vehicle unless they personally know the occupant.
4. The entrances to the Wildridge property should remain available to authorized individuals at all times. Gate attendants periodically leave the gatehouse to perform assigned duties. If assistance is required for entry and the attendant is not in the gatehouse, the vehicle should immediately be moved to a parking space provided at Wildridge's entrance. Blocking the gate impedes the safe flow of traffic and increases the risk that unauthorized individuals might gain access to Wildridge.
5. The entrance gates require an access card to open. Each gate opens individually to allow one vehicle to pass along with any trailer in tow, then the gate closes after each vehicle. Each vehicle must stop at the gatehouse and use an access card or verify authorization with the attendant. The following charges apply to damage or impeding traffic resulting from the improper use of the entrance gates.
  - Blocking access to entrance gate - \$25.00
  - Removal of gate arm from opener/damage to gate - A minimum of \$250.00 fine up to and including any additional repair and labor costs.

## **Use of Facilities, Reservations and Rentals**

1. Wildridge facilities are available for use by members and invited guests. This includes a day lodge, shelter house, swimming pool, playground, miniature golf, shuffle board, horse shoe pitch, volleyball, and tennis and basketball courts. These facilities are available for general use during posted hours.
2. The Shelter House can be reserved by a member for private parties. A refundable security deposit is required and will be returned as long as the area is cleaned up and no damages occur. The Park Manager or designee should be contacted to schedule events.

## **Access for Individuals Evicted from Property**

Anyone evicted from Wildridge Park by the Board of Directors will not be allowed back in the park as a lot lease holder, guest, friend or family member unless they appear before the Board and are authorized permission to return back in the Park. (Adopted September 2009.)

## **Deliveries for Members / Guests**

1. Wildridge representatives cannot be responsible for personal deliveries intended for members and guests. Arrangements should be made so that any parcels or service calls are attended to by the recipient. This is necessary to protect tangible property (medical deliveries, mail order assets, negotiable checks, etc.) and the recipient's personal privacy. Deliveries and unannounced service calls will be declined by the attendant. The Wildridge representative will not be required to locate the intended recipient in order to coordinate the delivery / service call.
2. Members and guests should not use the Wildridge Association business address for personal deliveries. The US Postal Service should be contacted for options for receiving mail.
3. A member may treat an anticipated service call or parcel delivery as an invited guest. The gate attendant shall be consulted in person to place a delivery on the guest list so that the service will be allowed entry to the property for delivery to the member lot. This can only be used for specific deliveries with reasonable schedules, not an open authorization for access at any time.

## **Skateboards**

Due to property damage and safety concerns, skateboards are prohibited in the common areas (Day Lodge, Shelter House, pool area, basketball/tennis courts, shuffleboard, miniature golf, and bathhouse area. Skateboards being used in these prohibited areas will be confiscated and returned to the lot Lessee. Non-compliance will result in a written warning for the first offense, with a

fine of \$25.00 for each additional offense. Continued disregard of the regulation will result in additional charges for fines with escalation to revoking leaseholder privileges as appropriate.



## **ARTICLE III - Unlicensed Motor Vehicle**

### **Definition of U.L.M.V.**

1. An unlicensed motor vehicle (U.L.M.V.) is a commercially manufactured motor vehicle (e.g. golf cart, scooter) not required to be State licensed. Any motorized vehicle required to be State licensed to drive on public roads will not be considered a U.L.M.V. by Wildridge and will require a valid license tag and State issued operator's license to operate on Wildridge roads.
2. An unlicensed motor vehicle (U.L.M.V.) is any two-wheeled, motorized vehicle with an engine size of 50 cc or less, three-wheeler, four-wheeler or golf cart. All other vehicles operated within Wildridge are to be licensed per State law.

### **Operating Requirements**

1. All U.L.M.V.'s are subject to the same rules of the road in Wildridge as any other vehicle. This includes speed limits, stop signs, responsible driving, etc.
2. U.L.M.V.'s can only be ridden on the individual lease holders lot and Wildridge roads. U.L.M.V.'s are not allowed on the playground or grass areas or other members' lots without permission.
3. All U.L.M.V. passengers must be seated. The driver, along with the specific number of passengers, is dependent on the vehicles seating capacity. The floor, frame, fenders and top of the vehicle do not constitute a safe seating area.
4. All U.L.M.V.'s must have a clearly visible Wildridge Association ID tag displaying the lot number before being ridden on Wildridge roads.
5. The Wildridge ID tag is to be placed on the rear of vehicle in a manner that the tag and the lot number (2" minimum) can easily be seen and read.
6. ID tags may be obtained from the Park Manager or designee. After July 1 each year, all tags must be renewed before U.L.M.V.'s can be operated on Wildridge roads. To obtain an ID tag, the lease holder for the lot must:
  - Present a current policy for each ULMV that certifies insurance coverage for the entire period the ULMV is to be used at Wildridge.
  - Be a member in good standing with all fines & charges paid up to date. All dues must be paid up to date or acceptable payment arrangements made.
  - Sign risk release and indemnification statement releasing Wildridge from all liability and financial responsibility and agreeing to follow the rules for all U.L.M.V.'s.

- All U.L.M.V.'S must be in safe operating condition. This includes proper brakes, tires, quiet muffler, white headlights on the front and red tail lights on the rear. It is the responsibility of the lot lease holder to ensure that all U.L.M.V.'s are maintained in the proper operating condition.

### **Individuals Authorized to Operate U.L.M.V.'s**

All U.L.M.V.'s must be operated by a person at least 16 years of age. Proof of age must be in the possession of the operator at all times the U.L.M.V. is in use. Acceptable proofs of age are: (1) a State issued operator's license; (2) a State issued operator's permit; (3) an ID issued by a State Department of Motor Vehicles (DMV); (4) military identification; or (5) a birth certificate accompanied by a photo ID.

### **Exceptions for Individual Operation of U.L.M.V.**

1. A person at least 12 years of age may operate a golf cart only if: (1) He or she is an immediate family member of the lessee designated as an underage driver on Wildridge records; and (2) he/she is accompanied by an attentive/responsible parent or guardian in the front seat of the ULMV.
2. A person may operate a scooter of 50cc or less if: (1) He or she is at least 15 years of age; (2) is in possession of a valid ID issued by a state DMV; and (3) is wearing an approved safety helmet.
3. A person at least 12 years of age may operate a scooter provided (1) they are a lot lease holder's child; (2) they wear a protective helmet; (3) they display an orange flag 3-4 feet high on the scooter; (4) there are no other passengers on the scooter; and (5) he or she abides by all rules. If the driver disobeys any rule, he or she will lose the privilege of operating a scooter for the remainder of the season.
4. Each of the above exceptions will require the lessee to give the names, ages, birth dates and relation of all eligible operators to Wildridge management along with proper proof of insurance prior to obtaining a U.L.M.V. annual sticker.
5. Immediate family member is a son, daughter, grandchild or any person between the age of 12 and 16 of whom the lessee has legal custody.

### **Operation of Self-propelled Skate boards (Gasoline /Electric)**

Self-propelled skate boards (e.g., gasoline/electric) are prohibited from being operated on Wildridge property. These types of items are excluded from allowable U.L.M.V. operation at Wildridge. (Adopted May 2007.)

## **Pleasure Riding During Quiet Time**

Pleasure riding is prohibited during “quiet time”. U.L.M.V. use is limited to visitation from lot to lot during the quiet time period.

## **Failure to Follow Rules and Regulations**

1. If there is a difference of opinion on any violation, the decision of the Wildridge representative will prevail until the member appeals the decision at the next meeting of the Board of Directors. If an individual ignores the representative and continues the violation, restrictions and additional penalties may be imposed as determined appropriate by the Board of Directors.
2. If an individual member operates a U.L.M.V. in violation of said suspension, said U.L.M.V. shall be removed from Wildridge Association property. If Wildridge Association must enforce this removal, the lease holder responsible for the U.L.M.V. violation is responsible for attorney fees, costs and interest.
3. All penalties are applied against the lot lessee regardless of who is actually operating the U.L.M.V.
4. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary.
5. Violations are not limited to, but may result in verbal direction from the Wildridge representative of how to immediately correct the violation. A documented citation, noting the nature and date and time of the violation. A citation may be issued based on frequency, abusive language, severity of violation or combination thereof.
6. Penalties and fines may be assessed in the following amounts for this Article of these Rules and Regulations:
  - Driving without current ID tag - \$30.00
  - Underage operators - \$30.00
  - Violation of quiet time operation of a U.L.M.V. - \$30.00
  - Unsafe operation of UL.M.V. - \$50.00

## **ARTICLE IV - "Quiet Time" Policy**

1. "Quiet Time" is the time period from 11:00 P.M. to 7:00 A.M. (local time) when the noise level is not a nuisance, intrusive, or annoying, respecting the rights and privacy of others.
2. No excessive dog barking is permitted. Owners are responsible for keeping pets from being a nuisance by excessive barking or otherwise. Violation is subject to penalties as set forth hereafter.
3. Loitering in the common areas is not permitted during "Quiet Time".
4. The Park Manager, with the approval of the President of the Board of Directors, may authorize to extend the standard quiet time beyond 11 p.m. for Park sponsored events only. Non-Park sponsored events either at WildRidge facilities or individual lots must continue to follow the Quiet Time policy and are not eligible for this exemption. (Amended at the June 11, 2011 Board of Directors meeting).

### **Adults**

1. Late night walking and socializing by adults on Wildridge streets is allowed provided "Quiet Time" is observed.
2. U.L.M.V. use is limited to visitation from lot to lot. Pleasure riding is prohibited during "Quiet Time". The U.L.M.V. must be equipped with proper lighting and a quiet muffler system.

### **Youths (Persons Under the Age of 18)**

1. Persons under the age of 18 are not considered an adult. Persons under 18 shall limit their travel from lot to lot area, maximum of one trip unless accompanied by the lot owner, parent, guardian or equal. These individuals must remain on Wildridge roadways while in transit and follow "Quiet Time" rules.
2. Any persons under the age of 18 who are caught attempting to evade or hide from Wildridge representatives (security, manager, etc.) or otherwise violate these rules will be required to return to their lot and their parent or guardian will be advised of the situation.

## **Failure to Follow Rules and Regulations**

1. If there is a difference of opinion on any violation, the decision of the Wildridge representative will prevail until the member appeals the decision at the next meeting of the Board of Directors. If an individual ignores the representative and continues the violation, restrictions and additional penalties may be imposed as determined appropriate by the Board of Directors.
2. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary.
3. All penalties are applied against the lot lessee regardless of who is actually responsible for the infraction.
4. Violations are not limited to, but may result in verbal direction from the Wildridge representative of how to immediately correct the violation. A documented citation, noting the nature and date and time of the violation. A citation may be issued based on frequency, abusive language, severity of violation or combination thereof.
5. Penalties and fines may be assessed in the following amounts for this Article of these Rules and Regulations:
  - First offense of “Quiet Time” - \$30.00.
  - Second offense of “Quiet Time” - \$50.00, continuing in \$100.00 increments for every offense in addition to attorney fees, costs and interest involved in Wildridge Association's enforcement and litigation of each violation.

## **ARTICLE V - Building Codes and Restrictions**

### **Authorized Use of Member Lots and Wildridge Property**

1. A Wildridge Association leased lot is to be used exclusively for single family occupancy. The Wildridge Association is for seasonal use.
2. No building erected on the property will be used for selling liquor or alcoholic beverages, controlled substances, etc.
3. No member lot shall be used to conduct commercial or business activities. Business advertisements, signs and transactions are prohibited. This does not apply to commercial signs intended for the sale of a single member lot or personal property (e.g., golf cart) from time to time, but no regular business activities should be conducted on a routine basis.
4. Storage of building materials and construction equipment on lots is strictly prohibited.
5. Wildridge reserves the right to install telephones, electric wires, gas, and water lines or permits the same to be done, in, upon or over said roads or right-of-ways.

### **Member Responsibilities**

1. Overall sound construction principals and materials must be used with advanced approval of construction materials submitted with plans and specifications. Building must be in good taste and consistent with the overall theme of the Wildridge Resort. Any construction and materials must be in accordance with the Indiana Building Codes.
2. Recreational vehicles and improvements shall be maintained so as to compliment the Wildridge Resort and its membership. Areas should be clean, neat and orderly as well as properly painted and maintained. The area shall not pose any safety or health issues. Efforts must be made to avoid potential animal, rodent and insect infestations.
3. Members are responsible for maintaining their lots in a clean and sanitary manner, including drainage ditches, culverts and easements. This includes trimming shrubs, maintaining trees and routinely mowing grass / plants during the growing season.
4. The notification and penalty phase of this Article will apply if an initial instance of tall grass / weeds reaches seven inches over any portion of the lot's "green space". Gravel areas with overgrown vegetation will be considered green space for the purpose of tall grass / weeds. (Amended June 2014)
5. In cases where a Lease holder is unresponsive and the situation continues, Wildridge may provide resources to address the problem(s) and charge the Lease Holder for the services in accordance with a fee established by the Board of Directors in order to cover the cost of the

service. These charges will be assessed to the Lot owner in addition to any other applicable penalties and fees. (Amended June 2014)

### **Permit for Improvement**

1. A permit is required before any building or construction project is started. To obtain a permit, a documented plan must be submitted by the lease holder and approved by Wildridge representatives. The approved permit must be displayed during the entire period that the project work is being conducted. The project must be within the period that the permit is applicable or a renewal must be approved in writing. Building permits are dated and good for a period of six months.
2. No buildings, temporary or permanent, may be constructed or cause to be constructed unless plans and specifications have been approved by the Wildridge Association. Lease holders will be responsible for ensuring improvements are within the specifications so designated by the approved building permit. Approval is documented using a building permit.
3. Contractors performing work for the member shall provide a certificate of liability insurance and must be approved as part of the permit request.
4. The permit must be posted before work can begin on the project. Normally, a project can be approved in 30 days or less. All construction is subject to inspection, during, and after completion.
5. Major changes to landscaping require a building permit. This includes terracing lots, digging out / leveling lots, building retaining walls or any similar action. This is necessary to help ensure safety is maintained, drainage is not impeded and that neighboring lots are not adversely affected.
6. Any time construction equipment will be used (bobcat, backhoe, dump truck, concrete delivery trucks, etc.), a permit is necessary so that Wildridge representatives can ensure roads and property will not be negatively impacted.
7. Lot excavation – Will be reviewed on a case by case basis due to effects on drainage, adjacent lots and park utilities. All lot excavation including footers must be specifically outlined and documented on building permit. Final approval rests with park management.

### **Recreational Vehicles**

1. Mobile homes are not permitted.
2. No tents, pop-up campers, or truck campers without truck will be allowed in place of a camping vehicle, except for temporary use, not to exceed 14 continuous days.

## **Building and Improvements Square Footage**

1. The following is intended to define the physical size and structure for maximum square footage for recreational vehicles, building improvements and the total utilization of any lot in Wildridge RV Resort. This includes the following types of items:
  - A. Recreation vehicle designed for camping.
  - B. Enclosed living space building, wood framed or metal.
  - C. Other additional buildings, including decks, enclosed screen porches, utility sheds, screened eating areas, overhangs, steps, etc.
  - D. Carport
  - E. The total square footage of A, B, C and D may not exceed 1,600 square feet total and comply with all setback requirements as defined in the Easements and Setbacks section below.
2. For the purpose of these rules and regulations, a member lot in the Wildridge Resort is considered to be approximately 40 feet X 80 feet, or 3,200 square feet. "Green space" is preferred on all lots to promote proper drainage of ground water and to promote the proper environment of the recreational resort park.
3. The approval of a building permit for the construction of any building or addition that will cause the existing building, RV or combination thereof to exceed 400 square feet in an area under roof will require the lessee to submit a waiver of electrical service. Wildridge electrical service will be permanently disconnected within 60 days from the issue date of the building permit. (Effective as of January 1, 2002)

## **Combined Lots (Allowance for Additional Square Footage)**

1. Members with leases for two or more lots immediately adjoining without intervening easements may combine lots for the purpose of the restrictions. One lot can have 1,600 square feet of improvements, including recreational vehicle designed for camping, enclosed living space building, wood framed or metal, and deck, yard barns, carport, etc. Members who combine lots can have building improvements with a total of 2,400 square feet. Once two lots are combined and over 1,600 square feet is covered, the lots cannot be separated. No single lot in Wildridge will have over 1,600 square feet covered.
2. If a Lessee wishes to separate and or sell one or more adjacent lots, all lots must comply with the regulations for single lots (lot lines, square footage, etc.)
3. Lots combined in accordance with Wildridge building rules and regulations (improvements exceeding 1600 square feet, but not to exceed 2400 square feet) will be recorded on a new lease and recorded at the Crawford County Courthouse. This applies to new lot transfers as well as existing lots requesting building permits. Dues are assessed on a per-lot basis, therefore a combined lot for the purposes of building regulations will still be assessed dues in



the amount of two individual lots. Recording fees will be assessed to the lot's lease holder in order to cover costs incurred. This requirement is effective as of September 12, 2009, and will not be applied retroactively for existing lot leases that are not requesting new building permits. (Initially adopted September 2009.)

### **Height of Structures**

Building height should be limited to, not to exceed 16 feet, measured from the high point of the lot for which the building makes contact with the ground.

### **Easements / Setbacks**

No part of a camper or any other building structure, to include tip-outs, shall be nearer than 20 feet from the front, 6 feet from the rear and 2 feet from the adjoining sides of the property lines and must maintain a minimum of 6 feet from all roadways. The easements have been reserved for maintenance and service of utilities and general improvements as required. Violators to this original restrictive covenant are subject to damages or costs associated with moving of any camper, building structure, etc. which may be required to service utilities, etc. Wildridge will, on a case by case basis, allow a building to be within four feet of a rear line without waiving any rights to easement. Wildridge may allow a carport or similar parking structure to be within ten feet from the edge of the road, as long as it does not create a safety concern for road traffic or visibility to neighboring lots (i.e. block views for driveways).

The member will be solely responsible for any cost of moving items if required to service utilities. Setbacks apply to both temporary and permanent structures, to include trailer tip-outs.

### **Stand-Alone Buildings**

Free-standing buildings will be allowed assuming all requirements of the rules and regulations are met. These would typically be classified as a utility or storage building. No garage-type structures will be allowed. The following guidelines are applicable for these type structures:

Utility or storage building -- This type of structure would be used as a general storage facility that could be moved.

### **Carports**

1. Carports will be included in the 1600 square foot allowance per lot or 2400 square foot allowance for combined lots.

- Carport structures shall not exceed the maximum height of 16 feet. This shall be measured from the highest point of the lot where the structure touches the ground to the highest point of the structure.
  - Steel carports must be installed in accordance with the manufacturer's specifications, and must be securely anchored with the system designed by the manufacturer of the carport.
  - Wood frame carports shall utilize sound construction principals and materials must be used with advanced approval of construction materials submitted with plans and specifications. Building must be in good taste and consistent with the overall theme of the Wildridge Resort. Any construction and materials must be in accordance with the Indiana Building Codes consistent with Wildridge Building Codes and Restrictions.
  - Carports which are not securely anchored may only utilize a detachable GFI power source. (This applies to rebar driven stakes)
  - A building permit must be approved prior to any construction being initiated for any carport.
2. Cloth carports will be allowed on a temporary six month basis either during camping season or winter season to protect boats, golf carts, etc. They cannot exceed 300 square feet and must be placed a minimum of 20 feet setback from the roadway. *On a case by case basis a carport or similar parking structure may be placed within 10 feet from the edge of the road as long as it does not create a safety concern for road traffic or visibility to neighboring lots.(Adopted 6/8/13)*
  3. Cloth carports must be installed in accordance with the manufacturer's specifications and must be securely anchored with the system designed by the manufacturer of the carport. Wildridge reserves the right to remove any cloth carport structure that becomes hazardous, unsightly or remains up past the expiration date of permit.
  4. A building permit must be approved prior to any construction or installation being initiated for any carport.
  5. All carports are subject to the easement and setback restrictions.

## **Parking**

Parking is not allowed on Wildridge common roads. Members are responsible to maintain a space for parking the equivalent of two car lengths or two car widths on their individual lots. No overnight parking is allowed on common grounds unless approved by management.

## **Fences**

1. Any member wishing to construct a fence on their lot must submit a drawing showing location, height, and type of fence to manager's office for approval. Upon approval, a building permit will be issued.
2. Privacy fences and picket fences (fences of any height that cannot be seen through) will be limited to a height of six feet, and may only be constructed on the back and two adjacent sides of lot. Also, they should not extend forward in front of existing camper or structure.
3. Chain link fences will be allowed forward of campers and buildings. These fences cannot exceed a height of four feet and must be five feet from the edge of the road.
4. Decorative fences (such as split rail) will be allowed within two feet off road.
5. All fences must allow easy access to park utilities. The removal and/or replacement of fences built in easements (if needed to be removed to service utilities or for general improvements) will be at lot lease holder's expense.

## **Prohibited Improvements / Items**

1. No form of wood burning heater or wood burning fireplace is allowable inside of any member building or improvement.
2. Lessee may not construct or cause to be constructed any private water system, individual sanitary system including outdoor toilets, garbage disposing equipment or dump area. No foreign materials should be introduced into the Wildridge sanitary system.
3. Lessee may not construct or cause to be constructed any in-ground devices or equipment such as: private wading, above-ground swimming or bathing pools, storm shelters, in-ground storage areas, or above-ground hot tubs, large satellite dishes, etc. Small satellite dishes will be allowed.

## **Failure to Follow Rules and Regulations**

1. The time frame to address each situation is dependent upon its seriousness and potential safety issues. Some violations require immediate attention in order to protect the safety and welfare of individuals and Park assets.
2. Unless a safety concern requires a more accelerated response, a violation of this Chapter shall result in a written warning. If said violation is not cured within thirty (30) days, a \$100.00 fine shall be issued. If said violation is not cured within sixty (60) days, a \$200.00 penalty shall be assessed and continuing in thirty (30) day \$200.00 increments. Wildridge's

attorney may file suit to enforce said violation. Violator shall be responsible for all fines, costs, attorney fees, and interest.

3. If there is a difference of opinion on any violation, the decision of the Wildridge representative will prevail until the member appeals the decision at the next meeting of the Board of Directors. If an individual ignores the representative and continues the violation, restrictions and additional penalties may be imposed as determined appropriate by the Board of Directors.
4. All penalties are applied against the lot lessee, regardless of who is actually conducts the work on the lot.
5. All new structures must conform to these specifications and procedures or lease holder will be liable for all costs and/or resultant legal fees deemed appropriate should further action be required to enforce covenant.
6. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary.
7. Violations are not limited to, but may result in verbal direction from the Wildridge representative of how to immediately correct the violation. A documented citation, noting the nature and date / time of the violation, along with potential penalties and fines may also be issued. A citation may be issued based on frequency, abusive language, severity of violation or combination thereof.
8. Penalties and fines may be assessed in the following amounts for this Article of these Rules and Regulations:
  - If said violation is not cured within thirty (30) days, a \$100.00 fine shall be issued.
  - If said violation is not cured within sixty (60) days, a \$200.00 penalty shall be assessed and continuing in thirty (30) day \$200.00 increments.
  - Wildridge's attorney may file suit to enforce said violation. Violator shall be responsible for all fines, costs, attorney fees, and interest.

## **ARTICLE VI - Park Administered Utilities**

### **Wildridge Responsibilities**

The Wildridge Association administers utilities for member lots in accordance with the lease agreement. These utilities are managed in a manner to ensure that seasonal conditions do not cause damage to property or result in a health and safety risk.

### **Member Responsibilities**

The member is responsible for ensuring that all connections to utilities are safe and maintained properly. This includes ensuring personal electrical connections comply with applicable codes and rules and water connections are leak-tight.

### **Electricity**

1. Park electricity will be turned off by approximately December 1 each year and will be turned on by approximately March 1 each year.
2. Park supplied electricity may be turned on for up to 7 days during the off-season period. All requests for electrical service to be turned on must be submitted at least 3 days in advance of the desired date. Service may be turned on for 7 individual days, a 7 day consecutive period, or a combination, but Park supplied electrical service will not be provided for any more than 7 days during the off-season.
3. The lease for all lots transferred beginning January 1, 2006, will require that the lessee obtain their own electric service through Dubois REC.

### **Water**

1. Park water to member lots will be turned off by approximately November 1 each year, or earlier if a hard freeze is predicted. Water will be turned on by approximately April 1 each year as long as no hard freeze is predicted at that time.
2. The use of sprinklers is allowed on Wildridge property as long as the member is physically monitoring the usage. Unattended watering is prohibited. The penalty for the first offense shall be \$50.00. The second offense shall be \$100.00, continuing in \$100 increments for every offense, in addition to attorney fees, costs and interest involved in Wildridge Association Inc. litigation of each violation. (Adopted November 2007.)

### **Unauthorized Use or Abuse of Park Utilities**

Any unauthorized tampering, or abuse of Wildridge utilities will result in a \$100.00 fine, plus the cost of correcting the tampering. A second similar offense will result in the initiation of proceedings for eviction from the Park.

## **ARTICLE VII - Drainage and Ditches**

### **Member Responsibilities**

1. Each lot lessee is responsible for maintaining their drainage in a functioning manner. This includes ensuring the free flow of water in ditches and drain tiles on their lot.
2. Member lots must promote proper drainage. This is intended to protect member lots, along with Wildridge roads and grounds. Building codes and regulations apply to projects to insure improvements do not have a negative impact on drainage.

### **Permit for Improvement**

1. A permit is required before any drainage project is started. To obtain a permit, a documented plan must be submitted and approved by Wildridge representatives. The approved permit must be displayed during the entire period that the project work is being conducted. The project must be completed within the period that the permit is applicable or a renewal must be approved in writing.
2. Approval of drainage projects will depend upon adherence to the following guidelines:
  - All tile will be a minimum diameter of 14 inches and double walled with a smooth interior. Driveway swells may be substituted if constructed of concrete. Approval of concrete swells will be on a case-by-case basis.
  - Exceptions to the above will be reviewed and approved on a case-by-case basis but in no case will the pipe be less than eight inches in diameter. This could apply to areas where drainage may not require extensive drain tiles and a smaller diameter might be sufficient.
  - Catch basins will be required every 20 feet and must be constructed in such a manner that they are below grade and catch all runoff as intended. All catch basins must be accessible for clean out.
  - No driveway or drainage projects will be approved or accepted when completed if they cause adverse drainage.

### **Failure to Follow Rules and Regulations**

1. The time frame to address each situation is dependent upon its seriousness and potential safety issues. Some violations require immediate attention in order to protect the safety and welfare of individuals and Park assets.
2. **If there is a difference of opinion on any violation, the decision of the Wildridge representative will prevail until the member appeals the decision at the next meeting of the Board of Directors. If an individual ignores the representative and continues the violation,**

**restrictions and additional penalties may be imposed as determined appropriate by the Board of Directors.**

3. All penalties are applied against the lot lessee, regardless of who is actually conducts the work on the lot.
4. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary.
5. Violations are not limited to, but may result in verbal direction from the Wildridge representative of how to immediately correct the violation. A documented citation, noting the nature and date / time of the violation, along with potential penalties and fines may also be issued.
6. Penalties and fines may be assessed in the following amounts for this Article of these Rules and Regulations:
  - First offense - \$100.00.
  - Second offense - \$200.00, continuing in \$200.00 increments for every offense in addition to attorney fees, costs and interest involved in Wildridge Association's enforcement and litigation of each violation.



## **ARTICLE VIII - Sewer Connections**

### **Member Responsibilities**

1. Each lot lessee is responsible for maintaining their sewer connection in a sanitary, functioning manner. It is the lease holder's responsibility to run the sewer pipe from the trailer to the sewer drop and to maintain the pipe.
2. The lot lease holder is responsible to ensure that their sewer connection is water tight and that ground drainage is routed away from the sewer connection.

### **Permit for Improvement**

1. A permit is required before any sewer project is started. To obtain a permit, a documented plan must be submitted and approved by Wildridge representatives. The approved permit must be displayed during the entire period that the project work is being conducted. The project must be completed within the period that the permit is applicable or a renewal must be approved in writing.
2. Approval of sewer projects will depend upon adherence to the following guidelines:
  - All sewer pipe is to be 3" or 4" schedule 40 PVC pipe. All pipe joints must be properly primed and glued.
  - All new sewer line installations must be underground where possible.
  - All sewer installations must be inspected by Wildridge before being buried.
  - For permanent parked campers, connection to the trailer must be water tight sealed by either direct glue to the trailer or rubber boot or special adapter available from trailer manufacturer.
  - For trailers not permanently parked, sewer drop to be minimum 4" above ground level. Drop must have threaded cap to seal sewer line while not being used. Sewer cap must be kept closed except while dumping tanks.

### **Failure to Follow Rules and Regulations**

1. The time frame to address each situation is dependent upon its seriousness and potential safety issues. Some violations require immediate attention in order to protect the safety and welfare of individuals and Park assets.

2. If there is a difference of opinion on any violation, the decision of the Wildridge representative will prevail until the member appeals the decision at the next meeting of the Board of Directors. If an individual ignores the representative and continues the violation, restrictions and additional penalties may be imposed as determined appropriate by the Board of Directors.
3. All penalties are applied against the lot lessee, regardless of who is actually conducts the work on the lot.
4. Wildridge management is responsible for the administration of these rules and regulations and may consult with legal counsel, law enforcement and the appropriate court system as necessary.
5. Any variation or noncompliance of sewer rules and regulations without prior approval from Wildridge can result in temporary or permanent disconnection from the sewer system. If continued noncompliance persists, the sewer connection will be brought into compliance by Wildridge and the lot lease holder will be responsible for all costs including attorney fees.
6. Violations are not limited to, but may result in verbal direction from the Wildridge representative of how to immediately correct the violation. A documented citation, noting the nature and date / time of the violation, along with potential penalties and fines may also be issued. A citation may be issued based on frequency, abusive language, severity of violation or combination thereof.
7. Penalties and fines may be assessed in the following amounts for this Article of these Rules and Regulations:
  - First offense - \$25.00.
  - Second offense - \$50.00, continuing in \$50.00 increments for every offense in addition to attorney fees, costs and interest involved in Wildridge Association's enforcement and litigation of each violation.

## **Additional Authoritative Resources**

The Wildridge Member Rules and Regulations are one source of guidelines that are intended to administer the activities of the Wildridge Association in a responsible and quality manner. Other sources for authoritative requirements, guidance and information include the following:

- Member Lease Agreement with the Wildridge Association
- Lease Restrictive Covenants
- Constitution and By-Laws for Wildridge
- Board of Directors Meeting Minutes
- Wildridge Financial Statements

Please visit the Wildridge website at <http://www.wildridgervresort.com/> or contact the Park Manager during office hours. All Wildridge members are entitled to this information. The Manager would be pleased to answer any questions and provide requested information.