

Name of Leaseholder(s) \_\_\_\_\_



# HUME

## RULES AND REGULATIONS



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## INTRODUCTION

Hume Lake Conference Park (HLCP) in Fresno County California is operated by Hume Lake Christian Camps INC (“HLCC” and “Hume”) to further the aims and ideals of the religious principles and teachings of HLCC. Hume Lake Conference Park (of which the Leased Premises is a part of) exists for the purpose of spreading the Gospel of Jesus Christ, supporting the Mission Statement, the Statement of Belief, and perpetuating, supporting, and furthering the goals of Hume.

HLCC’s sole purpose for Leasing property in the Subdivision is to provide support for the mission of Hume. The Subdivision provides a community environment for like-minded Christians who have a common interest in supporting HLCP and Hume. The existence and maintenance of residences can assist Hume in providing housing to persons seeking to participate in Hume’s retreats, religious practices, and activities.

This document is an Exhibit of the Lease to provide General Rules applying to the Lessee and the Subdivision in general. It does not include all rules or procedures covered in the Ground Lease document. As a provision of the Lease, the Lessee agrees to abide by all the Rules and Regulations of HLCC, as exist and as may later be added to or amended.

This revision updates and replaces prior versions and applies to all Leases. This document is subject to revision without notice and at the sole discretion of HLCC.

For all leaseholder inquiries, email [leaseholder@hume.org](mailto:leaseholder@hume.org).

### DOCTRINAL STATEMENT OF BELIEFS

- (1) We believe in the Scripture of the Old and New Testaments as verbally inspired by God, inerrant in the original writings, and that they are of supreme and final authority in faith and life.
- (2) We believe in one God eternally existing in three persons: Father, Son and Holy Spirit.
- (3) We believe that Jesus Christ was begotten by the Holy Spirit, born of the Virgin Mary, and is true God and true man.
- (4) We believe that man was created in the image of God; that he sinned, and thereby incurred, not only physical death, but also spiritual death, which is separation from God; and that all human beings are born with a sinful nature, and in the case of those who reach moral responsibility become sinners in thought, word, and deed.
- (5) We believe that the Lord Jesus Christ died for our sins according to the Scriptures, as a representative and substitutionary sacrifice; and that all who believe in Him are justified on the grounds of His shed blood.
- (6) We believe that God wonderfully and immutably creates each person as male or female and that gender is determined by one's biological makeup at birth. These two distinct, complementary genders together reflect the image and nature of God. Rejection of one's biological gender (i.e. physical, mental, or emotional alterations) is a rejection of the image of God within that person and is a sin against God.
- (7) We believe marriage is the union of one man and one woman who will live bound not by contract alone, but by a commitment in God's love that should not be broken. Marriage is a commitment before God, your family and all the main institutions of society, with a promise from each other to be loving, faithful, and true. The marriage union is a permanent promise that extends into the future and is the foundation of the family concept created by God for the benefit of mankind. The family provides a picture of the intimacy, nurturing, obedience, and permanency of the relationship that we have with God.
- (8) We believe that any form of sexual immorality (including adultery, fornication, homosexual behavior, bisexual conduct, bestiality, incest, and use of pornography) is sinful and offensive to God.
- (9) We believe in the resurrection of the crucified body of our Lord, in His ascension to Heaven, in His present life there for us, as High Priest and Advocate.
- (10) We believe in "that blessed hope," the personal, pre-millennial, and imminent return of our Lord and Savior, Jesus Christ.
- (11) We believe that all who receive by faith the Lord Jesus Christ are born again of the Holy Spirit and thereby become children of God.
- (12) We believe in the bodily resurrection of the just and unjust, the everlasting blessedness of the saved, and the everlasting conscious punishment of the lost.
- (13) We believe in the great commission which our Lord has given to His Church to evangelize the world, and that this evangelization is the great mission of the Church.

## DEFINITION OF TERMS

**Guests** – any relatives, third-party renters, assignees, licensees, invitees, agents, representatives, Successors, and any other person occupying the Leased Premises with the express or implied consent of Lessee.

**Hume Lake Christian Camps Inc (HLCC)** – (The organization) A California non-profit religious corporation operating camps in multiple locations in the USA and elsewhere, referred to as “Lessor”, “Hume” and “HLCC” and “Hume Lake Christian Camps.”

**Hume Lake Conference Park (“HLCP”) or “Conference Grounds”** – (The place) is the specific property and facilities owned by Hume and located at Hume Lake, Fresno County. HLCP includes the conference center, chapel, dormitories, recreation facilities, and a Subdivision of leased residential lots and dwellings.

**Lease** – The associated Lease made between HLCC as Lessor and the Lessee for the Leased Premises.

**Lessee** – Also referred to as “Leaseholder.” The individuals whose names are on the lease agreement as lessee.

**Leaseholder’s Family** – The Leaseholder, Leaseholder’s parents, Leaseholder’s children, Leaseholder’s grandchildren.

**Leased Premises** – The real property being leased located in Township 135, Range 28E, M.D.B.&M., in the County of Fresno, State of California, being more particularly described by Lot Number in the Hume Lake Conference Park. It also includes all Improvements, landscape, trees, shrubs, septic tanks, underground improvements and utilities or other features on, over, under, or within the legal boundaries of the Leased Premises. “Improvements” shall mean the construction of any improvements on the Leased Premises including, but not limited to, structures, grading, underground utilities, overhead utilities, water wells, water lines, septic tanks, paving, landscaping, cables, paving, irrigation, and any other such work.

**Rules and Regulations** – This document also referred to as “Rules” or “Rules and Regulations”.

**Subdivision** – The area of Leased lots at HLCP



## STANDARDS OF CONDUCT

Hume Lake Conference Park (HLCP) is property in central California that has been dedicated By Hume Lake Christian Camps to God's glory and set apart for camping ministry with a special emphasis on youth and young adults. Your leased premises are part of Hume Lake Conference Park.

One of the values of Hume Lake is "Removing Distractions, Calling Attention to God." We hold to this value to provide undistracted focus for all our campers, Leaseholders and Guests so they might encounter God in a powerful way. Our Standards of Conduct are in service to this value and our mission.

As you read through this document, you'll notice that parts of our Standards of Conduct are connected to specific biblical instruction, while other parts of our Standards of Conduct ask that you refrain from activities that have traditionally proven to be distractions to our staff, Leaseholders, Guests, and ministries. **While you are staying at/or on the leased premises and present on the HLCP property it is vital that you are mindful of our mission and values and we require that you abide by the following Standards of Conduct:**

**Respect your Neighbors.** In the HLCC organization and Subdivision we believe we are called to unity through the Holy Spirit, even when there is a difference of opinion. Therefore, we require that all leaseholders treat Subdivision neighbors and staff with kindness, respect, graciousness, and patience, both in person and in online interactions. Harassment, and abusive or demeaning language is not permitted.

**Respect the Hume Lake Christian Camps Staff.** While you are here at HLCP we require that you respect the requests of the staff regarding camp operations, adherence to these standards of conduct, and any requirements of the Lease. The HLCC staff's primary responsibility is to facilitate the camping ministry and the needs of the Hume sponsored ministry take precedent on the HLCC property.

**We require that all Leaseholders and Guests refrain from unbiblical sexual activity.** Unbiblical sexual activity would include unmarried sexual behavior, extra-marital sexual behavior, same-sex sexual behavior, or same-sex romantic expressions. Pornography or any media with explicit sexual content is prohibited on HLCC property. We believe the Bible teaches that sexual union must be reserved for marriage, which is the covenant union of love between one man and one woman. We encourage sexual relations among married couples and want marriages to thrive.

**We require that all Leaseholders and Guests dress modestly.** This includes our longstanding policy at pools and lakefront of modest one-piece bathing suits for women (please no bikinis or tankinis) and no speedo-type suits for men. Modesty also includes wearing shirts and shorts or coverups over bathing suits while walking through camp and wearing a t-shirt or tank top while exercising. Items of clothing that have traditionally been considered "distractions" or "immodest" include short shorts, spaghetti strap tank tops, halter tops, shirts that expose midriffs, low-cut tops, or any exposed underwear (for men or women). Leaseholders and Guests are asked to dress in a way that is modest and consistent with their biological sex at birth.

**Chemicals that are associated with substance abuse are not allowed at HLCP.** All alcoholic beverages, marijuana/cannabis products, illegal or non-medically prescribed drugs, or any other federally controlled substances, are prohibited on the Leased Premises. Additionally, vaping, smoking tobacco, marijuana or any other chemical substance is prohibited.

**Sunday is considered the Lord's Day.** Though Sunday inevitably is a day of activity down in main camp, work in the Subdivision that creates excessive noise is not allowed on Sundays. Please be

particularly mindful of your neighbors and creating an atmosphere for quiet reflection and worship on Sundays.

**Novel or Divisive Doctrines and Practices are not allowed.** Leaseholders and Guests are not to teach or promote controversial biblical teaching. Such teaching might include novel biblical interpretations, departures from core doctrines, or focus on divisive secondary issues. HLCC desires to stay on mission and will not allow positions which unnecessarily bring disunity and division on its property or in its ministry.

**General Unchristian or Distracting Conduct is not appropriate.** These Standards of Conduct are not intended to be comprehensive. There may be other behaviors that prove to be unbiblical or distractions to the mission of HLCC (ex. fighting, hazing, profanity, gambling, abusive language, etc). Leaseholders and Guests in the Subdivision should be mindful of the atmosphere HLCC is trying to create on its property. Leaseholders are associated with the ministry of HLCC even when not present at HLCP and are expected to practice a general Christian standard of conduct in their everyday lives.

***Not abiding by these Standards of Conduct will result in fines or other penalties up to and including termination of the Lease.*** The HLCC Board of Directors is the final arbiter in interpreting the Standards of Conduct and gives authority to HLCC staff to enforce these Standards of Conduct.

## GENERAL RULES

### 1. CAMP LEADERSHIP

Please respect all staff requests regarding camp operations and the Rules and Regulations. The HLCC staff's primary responsibility is to facilitate the Hume-sponsored camping ministry, and the ministry's needs take precedence on the HLCC property. Staff may ask you to leave a certain area of the Conference Grounds at any time.

### 2. PROTECTION AND PRIVACY

Much of camp ministry takes place in and around HLCP, please refrain from capturing and posting still or videos of campers not related to you to respect campers' privacy. Drones are not allowed on HLCC property.

### 3. DORMITORY ACCESS

Walking in and around camper housing areas is prohibited.

### 4. QUIET HOURS

Out of respect for others, please keep noise levels down before 8:00 AM and after 9:00 PM.

### 5. CAMPER CURFEW

There is an 11:00 PM curfew for persons participating in the HLCC camping programs. Leaseholders and Guests should not be in or around any HLCC camp areas after the curfew.

### 6. FIRES

Open fires, including barbecue pits, outside grills, and fire pits are prohibited unless authorized annually by a permit from the Forest Service subject to any HLCC restrictions then in effect. Small, "Weber type" charcoal BBQs and propane BBQs may be used in appropriate places if permitted by fire restrictions then in effect. Burning of trash on the grounds is prohibited.

### 7. BOATS

The Forest Service does not allow gasoline engines or motors on Hume Lake. Lake usage is to be in accordance with applicable US Forest Service laws and codes, with appropriate usage fees paid to US Parks/Forest Service.

### 8. FIREWORKS

Fireworks of any kind are not permitted in the National Park, National Forest, or on HLCC property and the Subdivision.

### 9. SOLICITATION

Solicitation of funds, the distribution of literature, or the marketing of products is not permitted on the Hume Lake Conference Grounds unless sanctioned by the HLCC leadership in writing.

## **10. CHILDREN**

Children and young people are to be adequately chaperoned. Children under 12 are not permitted to be unattended on the Conference Grounds. Parents are 100% personally and legally responsible for their minor dependent's actions while in the Subdivision and within the Conference Grounds.

## **11. PETS**

Pets Must be leashed at all times when out of doors. Only Leaseholders, or their family members (see definition of "Family"), may bring pets to Hume. Guests, including renters and relatives of leaseholders not satisfying the definition of "family", are not allowed to bring pets to Hume. Leaseholder shall defend and indemnify HLCC for any and all damage or injury on HLCC property and/or HLCP caused by their or their family members or renter's pets.

Hume follows the law concerning service animals. They are allowed but must be on leash at all times and must have some type of designation (vest etc.) that show they are a service animal.

## **12. PET FINES**

HLCC reserves the right to assess a fine of \$500 per incident for all Guests including renters, or relatives of leaseholders visiting the Subdivision who inadvertently or otherwise, bring pets to Hume. The fee will be billed to the Leaseholder.

## **13. FACILITY USE**

The use of a residence by individuals or groups for organized retreats or group getaways which utilize HLCC facilities, (without registration in a scheduled conference/event) and/or are in competition with scheduled programs is prohibited. Also prohibited are any religious or educational activities on the Leased Premises that conflict with HLCC's Doctrinal Statement of Belief, Standard of Conduct, Mission Statement, or values as determined by the HLCC Board, in HLCC's sole discretion. If you have a question about a group use on your Leased Premises, please ask.

## **14. HLCC CAMPS AND MEETINGS**

Youth camps and Adult retreats are for registered campers only. Programmed camps are not open to Leaseholders, Guests, Renters, or the public. No one that is not a registered camper or counselor in that camp is permitted on the grounds of Wagon Train or Wildwood camp while campers are present.

## **15. SEPTIC SYSTEMS**

Leaseholders are responsible for safe and sanitary operation and first-class maintenance of septic and sewer systems. Leaseholders must monitor their leach fields for surface percolation. Surface percolation caused by defective leach lines must be repaired as soon as identified. (SEE CONSTRUCTION). Report any suspected septic problem on any lot to HLCC Leaseholder Relations Director. The lot and dwelling may be declared unusable by HLCC until the problem is corrected. Additional fines may be assessed by HLCC and/or Fresno County.

## **16. WATER CONSERVATION**

There is a limited supply of water at Hume Lake. Please help us conserve water by taking short showers and not washing cars or watering landscape while you are here. Each leaseholder and

Guest is to be aware of and in compliance with HLCC water conservation policies that apply to HLCP. HLCP has a FOUR STAGE water usage practices under varying conditions (SEE WATER Section). A copy is available from HLCC and is to be maintained at each residence at all times and made available to renters and other Guests. Allowing water to run (using bleeders) to keep water lines from freezing is not permitted. The Lessee is responsible for the proper shutdown and winterization of all water lines on the property.

#### **17. FIRE PREVENTION**

Lessee shall comply with all local, state, and federal fire codes as well as HLCC Rules and seasonal restrictions.

#### **18. FUEL**

Motor fuels, diesel, or gasoline shall not be stored in above or below ground storage tanks in the Subdivision. This does not include the use of 5-gallon (or smaller) emergency fuel storage containers for chainsaws, wood splitters, generators, snowmobiles, motorcycles, or ATV recreational vehicles.

#### **19. RESIDENCE KEYS**

It is advised that a set of keys to your cabin be left with the Welcome Center in case of an emergency.

#### **20. MINOR AGED CONFERENCE ATTENDEES**

Minor aged campers are not allowed in non-immediate family Subdivision dwellings while attending camp.

#### **21. SUBDIVISION FIREARM POLICY**

Guests and Renters are not allowed to bring or possess firearms or weapons of any kind in the Hume Subdivision or on any HLCC property. The discharging of firearms, bows and arrows, BB guns, or other weapons on HLCC property by anyone is strictly prohibited except as included as part of a supervised HLCC Program. Shooting weapons is specifically prohibited in the Subdivision. Any use of weapons off HLCC property must be done at least ½ mile off HLCC property and under safe conditions that protect HLCC and are in full compliance with applicable government laws and regulations. All applicable laws and regulations apply.

The entirety of the Hume Subdivision firearm policy is stated below as numbers 1-11. As an overview, please take note of the following:

It is the responsibility of the firearm owner and possessor to know all applicable state and federal laws concerning ownership, possession, use, storage, and carrying and to always comply with all applicable laws.

Firearms are to be unloaded and stored in a locked cabinet, safe, gun vault, or storage case inside the residence or assigned storage shed meeting the requirements of California law and inaccessible to children.

When transporting firearms to and from a leaseholder's residence, all firearms must be unloaded and kept in a locked container, and the course of travel shall include only those deviations between authorized locations as are reasonably necessary under the circumstances. Further, the firearms must never be left unattended by the firearm's owner and possessor.

Personal firearms are not to be open-carried or concealed-carried by non-law enforcement personnel on Hume property outside of Leaseholder residences. As stated above, lawful transport is permitted when all requirements stated are satisfied.

Lack of knowledge of any applicable state or federal law by a firearm possessor or owner will not be a defense to any liability, damages, or injuries that result from a violation of any applicable state or federal law or from violation of any terms of this policy.

1. No one who is prohibited by California or federal law from possessing a firearm, may be in possession of a firearm on any Hume property.

2. It is the firearm owner and possessor's individual responsibility to ensure that their personal firearms being stored in a residence are stored in a manner to be inaccessible to children or all other unauthorized persons as required under California law.

3. Neither Hume, nor California law, considers storing a gun in a closet, drawer, or similarly accessible location as safe storage. (See Pen. Code, § 25100 [defining criminal storage of a firearm].)

4. Firearms are to be unloaded and stored in a locked cabinet, safe, gun vault, or storage case inside the residence or assigned storage shed meeting the requirements of California law. The storage location must be inaccessible to children and all other unauthorized persons. Cabinets, safes, vaults, and the like must be located inside residences or storage sheds secured with a lockable door or padlock meeting the requirements of California law. Only storage containers that comply with California Penal Code, section 25105 are permitted to be used for the purpose of storing firearms on any Hume property. (See Pen. Code, § 25105(b) ["[The criminal storage of a firearm statute] does not apply whenever any of the following occurs... The firearm is kept in a locked container or in a location that a reasonable person would believe to be secure."].)

5. Ammunition should be stored in a locked location separate from firearms. Storage of ammunition must comply with all applicable California and federal law.

6. Leaseholders who keep firearms in their residences assume 100% of personal, criminal, and civil liability for the misuse of the firearm even if the misuse resulted from the firearm being misused by someone else other than the owner including accidental discharge.

7. When transporting firearms to and from a Hume residence, the firearm's owner must be fully compliant with both California and federal law concerning the carrying of concealed firearms. A firearm owner is guilty and criminally liable when:

The person does any of the following: (1) Carries concealed within any vehicle that is under the person's control or direction any pistol, revolver, or other firearm capable of being concealed upon the person. (2) Carries concealed upon the person any pistol, revolver, or other firearm capable of being concealed upon the person. (3) Causes to be carried concealed within any vehicle in which the person is an occupant any pistol, revolver, or other firearm capable of being concealed upon the person. (Pen. Code, § 25400(a)(1)–(3).)

Under California law, meeting the following conditions will render the transportation of a firearm compliant with Penal Code section 25400: "In order for a firearm to be exempted under [25400], while being transported to or from a place, the firearm shall be unloaded and kept in a locked container, and the course of travel shall include only those deviations between authorized locations as are reasonably necessary under the circumstances." Any transport of firearms on Hume property must be fully compliant with all applicable California and federal laws.

Therefore, considering the applicable California law, when transporting firearms to and from a leaseholder's residence, all firearms must be unloaded, transported in a locked container, secured with a locking device, and must never be left unattended by the firearm's owner and possessor.

8. Personal firearms are not to be open-carried or concealed-carried by non-law enforcement personnel on Hume property outside of Leaseholder residences. As stated above, lawful transport to and from a leaseholder residence is permitted when in compliance with all California and federal laws regulating firearms and the terms of the policy stated herein.

9. Any unauthorized intentional or accidental discharges of any firearms are to be reported and documented to the appropriate law enforcement authorities as required under California and federal law.

10. Any unauthorized intentional or accidental discharges of any firearms are to be reported to the Hume Lake Welcome Center, Hume Security, or the Leaseholder Relations Director immediately.

11. Firearms and weapons should never be in view of guests

## INSURANCE

### **(See also specific construction-related insurance requirements in Construction)**

1. Lessee shall, at all times during the term of this lease, and at its own cost and expense, procure and continue in force the following coverages: Special causes of loss property coverage in the full replacement cost of Lessees real property, General or Personal Liability and Umbrella Liability insurance, which policies shall name Lessee and Lessor (including Lessor's related companies such as a parent or subsidiary company, and its officers, and directors,) as additional insureds and contain cross-liability endorsements. Lessee shall provide Lessor the certificate of insurance prior to commencement of the Lease and prior to receiving possession of the Leased Premises. The liability policies must include bodily injury and property damage coverage and have a per occurrence liability limit of not less than One Million Dollars (\$1,000,000.00) and shall insure against all liability of Lessee and its employees and agents arising out of or in connection with Lessee's use and occupancy of the Leased Premises. The applicable deductibles shall be no more than \$10,000 per occurrence.
2. The aforesaid insurance shall be with companies having an A.M. Best rating of not less than Best's A-VII with a positive outlook. Certificates of such insurance shall be furnished to Lessor by the Lessee annually, and no such policy shall be cancelable or subject to reduction of coverage or other modification except after 30 days prior written notice to Lessor. In the event of any fire or other casualty, Lessee agrees and covenants to promptly replace and/or restore the Leased Premises to as good a condition as existed prior to the happening of such fire or other casualties, using all insurance moneys received, plus whatever additional sums may be necessary to make such replacement and/or Restoration. Lessor shall have the right to increase the limits of liability and any other terms of the insurance requirements herein once every three (3) years to amounts deemed commercially reasonable by Lessor in Lessor's sole discretion. Any such change to insurance requirements under this Lease shall be written in the Rules and Regulations and be automatically effective on delivery of notice to Lessee. Any exceptions to these requirements shall require the written approval of the HLCC Executive Director or designee and copy to the HLCC board.



## TREES

1. As per the Ground Lease Agreement, trees are a part of the Leased Premises.
2. Lessee is responsible for all tree maintenance including trimming and removal. Lessee shall perform such maintenance as reasonably required by Lessor and any/or governmental agencies or utility service providers. Lessor shall have the right but not the obligation to enter the Leased Premises to perform such maintenance if Lessee has failed to do so. Nothing herein shall be construed as creating a legal obligation of Hume to conduct such maintenance. In the event that HLCC exercises its right to perform the maintenance, the Lessee will pay Hume the reasonable cost for all maintenance performed by Hume as a periodic or specific service charge. Tree maintenance carried out by Lessee must be performed by an insured contractor or service company approved by Hume.
3. Hume's written approval is required for the removal of trees 6 inches or larger DBH (Diameter at chest height), and before any major tree modification changing the symmetry, health, or natural form of the tree, or major grade changes that impact tree health. See Construction for additional considerations.
4. Tree houses are not allowed in the Subdivision.
5. Upon request, HLCC can provide more details on arrangements and costs regarding tree management.
6. If you observe a dead, dying or potentially dangerous tree in the subdivision please contact the Leaseholder Relations Director as soon as possible.

### COMMERCIAL ACTIVITY

1. No commercial activity is allowed. HLCC considers commercial activity as any non-single-family use of the Leased Premises and/or the improvements thereon whether or not such use results in any pecuniary benefit or other economic benefit to the lessee.
2. Commercial Activity includes and is not limited to, Garage sales or display signs for the sale of any goods including new or used appliances, clothing, furniture, handicrafts, vehicles, or household is prohibited.
3. HLCC reserves the right to prohibit any activity which, in its judgment, is not compatible with the goals of the ministry.
4. Any activity harmful to the environment or which may be disruptive to the peace and tranquility of the Subdivision is prohibited.

### VEHICULAR EXPECTATIONS

1. All streets, roads, and designated parking areas within the boundaries of HLCP are private property.
2. Access to and use of these private roadways is a privilege subject to strict guidelines. Roads are maintained by the HLCC and paid for by the Lessee using Service Charges. Be advised that the HLCP subdivision and HLCC roads are “mountain driving”. Due to the nature of the mountain terrain, some roads have steep inclines and declines and sharp turns and/or “blind corners” and some of the roads are narrow. The roads are subject to inclement weather including snow, ice and rain, and occasional standing water. Leaseholders and their Guests are required to operate vehicles safely at all times and at a speed and in a manner that is safe for the then-existing roadway conditions. Use the roads at your own risk.
3. No person of any age may operate any type of motor vehicle on HLCP roads without possessing and carrying a valid driver's license appropriate to the vehicle being operated.
4. All motor-driven vehicles brought onto HLCC property must comply with the State of California Department of Motor Vehicle regulations.
5. OHVs (off-highway vehicles), ATVs, motorcycles, golf carts, snowmobiles, and similar vehicles, must have mufflers, and spark arrestors, and be equipped to meet noise standards for operation on HLCC property.
6. Only appropriately licensed Leaseholders and Leaseholder Family (defined as Leaseholder, Leaseholder’s parents, Leaseholder’s children, and Leaseholder’s grandchildren) will be allowed to bring or operate OHVs, ATVs, motorcycles, golf carts, snowmobiles, and similar vehicles on HLCC roads.
7. Guests of leaseholders may ride OHVs, ATVs, motorcycles, golf carts, snowmobiles, and similar vehicles only when in the presence of and under the supervision of a leaseholder.
8. The leaseholder shall assume all responsibility for the use of any vehicle by family members and Guests.
9. This OHV, ATV, motorcycle, golf cart, snowmobile, and similar vehicle privilege is not extended to persons renting cabins or accessing the Subdivision from roads outside of the Subdivision boundaries.
10. Short Term Renters may not ride or bring OHVs, ATVs, motorcycles, golf carts, snowmobiles, and similar vehicles to Hume.
11. The speed limit is 15 miles per hour on all roads, in the Conference Grounds, and is to be observed at all times by all types of vehicles, including bikes.
12. Joyriding throughout the HLCP roads is prohibited. Joy riding includes the operation of any vehicle which is not for the purpose of going to a specific destination such as to visit another leaseholder, to go shopping, to attend a meeting or service, or enter or leave the HLCP grounds. All vehicles must remain on hard surface roads at all times except where the pavement ends on Ponderosa Avenue and Lakeview Avenue.
13. Inoperable vehicles or other equipment/or vehicles not used for more than 1 month such as: cars, vans, boats, and trailers are not to be stored on HLCP or Subdivision common

areas. (Note, 1 month may not be allowed in some areas, by posting or notice). Any such vehicles or equipment may be parked on the Leaseholders lot for a period of 1 year or less, but shall not be an eyesore or unkept, excessive for the dwelling, and shall be operated and moved at least once a year while stored on Leaseholder's lot. HLCC shall have the right to require the removal of improperly stored, unkept or excess vehicles or equipment from HLCP.

14. Drive safely and be courteous to the campers and Guests on and around roadways. Yield to pedestrians.
15. Mountain bikes or bicycles must be ridden on paved roads only inside the HLCP grounds. Cutting through lots is prohibited as is riding on any dirt surface.
16. Riding skateboards, roller blades or roller skates, scooters, etc. on Subdivision streets is prohibited.
17. Leaseholders and/or their guest's failure to abide by these expectations may result in penalties including but not limited to Fines, restrictions, and/or elimination of the privilege to operate vehicles on HLCP and HLCC property and/or Termination of the lease. (see "Enforcement" pages 18 and 19)

## WATER EXPECTATIONS

Water is a precious and limited resource at Hume Lake. We ask that all leaseholders and guest always do their best to help conserve water. We often experience years with various levels of drought conditions. When this occurs, HLCC will notify Leaseholders and Guests of the stages of water conservation in effect that must be observed. Hume's Executive Director shall retain sole discretion to determine appropriate stages of conservation at any given time.

### 1. GENERAL WATER CONSERVATIONS

Please help HLCC conserve water every year through the following:

- Frequently inspect plumbing in and around your cabin and repair any leaking pipes, dripping faucets, or running toilets as quickly as possible.
- Install low-flow shower heads and faucets where possible.
- Only water landscape where necessary.
- Use full loads and low water settings when doing laundry.
- Wash vehicles down the mountain instead of at HLCC when possible.

### 2. WHEN A WATER SHORTAGE OCCURS

In the event of a water shortage, HLCC will send out specific water conservation guidelines that must be followed by all HLCC staff, Leaseholders and Guests. The water priorities are as follows:

- First Priority – Fire – To maintain adequate water capacity for fire protection.
- Second Priority – Camp Operation – Registered campers, HLCC staff, and leaseholders whose primary home is at Hume, Government Cabins, campground, and Ranger Station.
- Third Priority – HLCC Subdivision – Leaseholders whose second home is at Hume.
- Fourth Priority – Subdivision Guests and Renters – Individuals who may be using or renting a cabin from a leaseholder.

This means that during certain stages of significant water shortages, the Subdivision may be closed to Short-term renters and Guests first then others as needed at Hume's sole discretion.

### LEASEHOLDER SERVICES

1. **CAMP AMENITIES** - Limited camp facilities, amenities, and activities are available to leaseholders and their Guests at the sole discretion of HLCC. Availability and costs can be obtained from the Welcome Center. Please respect that registered HLCC guests and campers will have the priority over leaseholders and their guests.
2. **FIRE & MEDICAL EMERGENCIES** – Please DIAL 9-1-1 to report a fire or life-threatening medical emergency, 24 hours a day.
3. **HEALTH CENTER** - The HLCC Health Center is staffed for HLCC registered conferees only and does not provide healthcare services to Subdivision leaseholders or Guests of any kind. Leaseholders are expected to ensure all Guests and renters are aware of this.
4. **GARBAGE** – Building/Construction material, scrap, discarded furniture, old appliances, or any type of non-combustible refuse must be taken off of the HLCC property and out of the forest. Burying garbage or leaving it on the ground is strictly prohibited and is against the law. Disposal of waste material other than cooking or daily household trash is the responsibility of each leaseholder and Guests. Household garbage can be taken to the garbage facility just past the Wagon Train Pavilion from 8:00 am - 3:00 pm.
5. **NEEDLES, TWIGS, BRANCHES AND LEAVES** - Leaseholders may bring only needles, twigs, leaves, and branches to the needle dump. The needle dump is not for non-combustible items or items such as mattresses, discarded furniture, construction debris, old roofing, shingles, garbage, plastic, painted wood, hazardous materials, or materials of any other kind.

## SERVICE CHARGES

The purpose of the Lease and the residential Subdivision is to support the purpose and ministry of Hume. Therefore, it is intended that any and all costs of the Subdivision should be borne by the Leaseholders collectively. It is intended that the costs associated with the Subdivision will not negatively impact Hume's finances and mission. Since the earliest days of Hume, leaseholders have paid to support the cost of the Subdivision. Therefore, leaseholders pay a Service Charge (sometimes called "the assessment "in the past) to cover such beneficial services provided by Hume. For example: Water, trash disposal, road maintenance, and other services. Leaseholders pay their share of costs as determined in the sole discretion of Hume, as incurred, by Hume, including the related costs of overhead, maintenance, repairs, and management, to provide such Services ("Services Charges"). Except in the case of special projects, such Service Charges will be set annually by Hume. Hume will provide a periodic statement of Service Charges to Leaseholders, payment of which will be due not later than 30 days following the delivery via U.S. mail or email of said statement. Delivery via U.S. Mail shall be deemed delivered five (5) business days after the same has been deposited in a United States post office with first-class or certified mail return receipt requested postage prepaid and addressed to the receiving party. Delivery via email shall be deemed delivered one day following the sending of the email.

1. To protect the ministry of Hume, Leaseholders agree to and shall indemnify, defend and hold Hume and its affiliated companies, agents, servants, directors, officers, and employees free and harmless from any damage to Leaseholder, Leaseholder's Guests, and Leaseholder's property arising from Hume's provision, or failure to provide any Services.
2. Hume works to make the Service Charges reasonable and fair, but Hume shall have the right to apportion any Service Charges based upon any reasonable formula, as determined in Hume's sole discretion.
3. Leaseholder agrees that under no circumstances will Hume be deemed to be a public utility subject to regulation by the Public Utilities Commission in the provision of Services. As between Hume and Leaseholder, Leaseholder waives any possible claim it may have under the California Constitution Article XIII(C), the Right to Vote on Taxes Act, now and in the future
4. In no case shall Hume be obligated to furnish any Services to Lessee. Hume may discontinue any Service referenced in this section should Hume determine, in its sole discretion, that provision of the Service is unduly burdensome to Hume, impracticable, or cost prohibitive.
5. Leaseholder agrees to permit Hume, its staff, or agents to enter upon the Leased Premises for the purpose of supplying Services to the Leaseholder or others if Hume determines it best.
6. Hume reserves the right to establish additional Services not already provided by Hume in the event Hume determines such additional Service is reasonably beneficial to the safe and beneficial operation of Hume property for the benefit of Leaseholders, or otherwise necessary to comply with governmental regulations. All additional Services will be paid for by Leaseholders in accordance with the terms above.
7. Hume shall have the right to increase, decrease or eliminate Services to Leaseholder at any time if deemed necessary, in Hume's sole discretion, to support the primary purpose and operations of Hume's ministry and the property.

8. Lessor shall have the right, as it deems necessary or reasonably required, to dedicate or transfer all or any part of the utility systems or Services, as such utility systems or Services may now or hereafter exist, to any public agency, authority, utility or other persons or entities. Lessee will then be responsible to pay that third party for services received from any such dedication or transfer.
9. Such use of water provided by Lessor to Lessee pursuant to the terms of the Lease is permissive. Nothing herein shall entitle Lessee to a claim to Lessor's established water rights, entitlements, or agreements.



## ENFORCEMENT

HLCC's desire is that everyone abides by these Rules and Regulations as part of a community singularly focused on the ministry of Hume Lake Christians Camps. Any effort and time HLCC dedicates to enforcement is time taken away from our mission and is counterproductive to the spirit of leaseholders supporting the mission of HLCC.

HLCC has endeavored to be transparent in our expectations and we expect leaseholders and their Guests to in turn make a good faith effort to abide by what is being asked. However, should any leaseholder, or Guests of a Leaseholder fail to abide by our commonly understood expectations, as set forth in these Rules and Regulations, and/or the Ground Lease HLCC reserves the right to employ an enforcement approach commensurate with the violation, including any and all remedies provided for by the Lease. While this does not represent an exhaustive approach, generally HLCC will employ a four-tiered approach to violations.

### *Phase One: Corrective Conversation(s)*

Generally, HLCC will endeavor to first have conversations with leaseholders as it relates to various violations. An effort will be made by HLCC to explain how the behavior or action is inconsistent with HLCC Rules and clarify with the leaseholder where necessary. The leaseholder will be informed what the next steps would entail should the behavior continue. Conversations will be documented.

### *Phase Two: Corrective Written Communication*

Except as referred to in the Lease, for all other infractions formal written notice will be given to the lessee by delivering a "NOTICE OF CORRECTIVE ACTION NEEDED." Such notice will detail specifics of the rule or lease violation, recommended remedy, and date for compliance. Lessee/s receiving a Written Notice of Corrective Action Needed must provide the Hume Leaseholder Relationship Director or Subdivision staff with notice of planned corrective action by the date specified by HLCC in the Notice of Corrective Action Needed. As appropriate, an immediate response may be required to correct the issue, at the sole discretion of Hume.

### *Phase Three Corrective Consequence(s)*

If the violation(s) continue or is not remedied within the time period set forth in the Notice of Corrective Action Needed, HLCC may take the following actions:

- Imposing Fines
  - First offense, not less than \$100
  - Second offense, not less than \$200
  - Third offense, not less than \$500
- Impose Service charges
- Restrict or prohibit the use or occupancy of the leased premises
- Remove permission to rent to others.
- Remove permission to operate vehicles on Hume property.

- Remove permission to access Hume amenities.
- “Red Tag”. In the event HLCC observes and /or is notified of any unsafe, or dangerous, or unsanitary condition on or upon the Leased premises and/or any violation of Health or Building Codes on the Leased premises, HLCC reserves the right in their sole discretion to immediately restrict and or eliminate Leaseholders and/or their guest use and or occupancy of the leased premises until said condition is corrected and or/remedied.
- Seek any remedy permitted by the Lease.

*Phase Four: Lease Action*

Should the behavior or actions continue, depending on the nature of the violation, HLCC will determine the process of concluding the lease agreement between HLCC and the leaseholder. Example of action are, but not limited to,

- Termination of lease
- Non-transfer of lease

**Note** HLCC reserves the right to employ an enforcement approach commensurate with the violation, including any and all remedies provided for by the Lease. Some violations may be deemed so severe and or pose such a risk to HLCC, HLCC’s ministry, staff, Guests or other Leaseholders, and or the overall goals, purposes and beliefs of HLCC that HLCC will skip one or more Phases and may go directly to “Phase Four: Lease Action” without the necessity of the prior 3 phases. The HLCC Board will be the final arbiter in this decision.

## CONSTRUCTION GUIDELINES

We are pleased you are building, and we welcome you to our community. For those upgrading or renovating existing buildings, we are encouraged to see new and improved accommodations for you and your Guests. Your compliance with these guidelines will be sincerely appreciated. Working together we can more successfully serve the Lord and accomplish the mission He has for us here.

The conference center is not organized or staffed to do more than what its own programs require. We ask that you plan to be self-sufficient. Our Maintenance Shops are only open to assigned staff members. We do not have materials to sell or tools to loan to Leaseholders.

We request that you proceed with your construction as rapidly as you reasonably can, recognizing time limitations for the do-it-yourselfer, etc. However, effort should be directed toward a project completed within a reasonable timeframe for which you will obtain final approval from the Fresno County Building Inspector.

Your building supplies and equipment should not be left in the road or access ways obstructing traffic. Please keep the roads open. Be sure you provide adequate space for parking your vehicles and your Guests' vehicles. Roads must be kept clear for the passage of vehicles and for emergency access. Please keep all work areas free from the accumulation of debris or unsafe conditions. Safety barriers are recommended, when necessary. Please keep in mind that children often explore throughout the Subdivision.

### 1. APPLICABLE LEASE PROVISIONS

All construction activity planned or performed on leased property within the Subdivision must comply with ALL the conditions contained in the Ground Lease agreement.

### 2. PRE-CONSTRUCTION REQUIREMENTS

a. *Initial Review* – It is in the Leaseholder's best interest to communicate the scope and intent of the construction or improvement plans to the Lessor prior to submitting the plans and specifications as provided below in order for Lessor to provide an initial assessment of whether such improvement may be acceptable. The purpose of this provision is intended to give Lessee an opportunity to determine whether Lessee should expend money and effort in preparing plans and specifications.

### 3. CONSTRUCTION AND RESTORATION REQUIREMENTS

All Major Work must be approved by HLCC in advance. Before any "Major Work" is commenced on the Leased Premises or Improvements, including, without limitation, the delivery of any building materials to the Leased Premises in connection with such work and the commencement of work under any contract, Lessee shall comply with all the following conditions:

a. The Leaseholder must fill out the Request For Construction Approval form and submit it to the Leaseholder Relations Director for approval before any work begins.

b. Architectural Design. Design, Color & Decor of residences & outbuildings must be in accordance with cabin/mountain settings.

c. The lessee shall submit a set of scaled elevation sketches or plans as requested for the Lessor's approval prior to obtaining permits.

d. All dwelling structures must be permitted and in compliance with Fresno County building codes.

e. Approval of plans by the County of Fresno prior to their approval by the Lessor does not obligate their approval by HLCC.

f. HLCC shall have the right to approve or deny any proposed Improvement in HLCC's sole discretion.

g. No construction or restoration is permitted until approved by HLCC and HLCC has had the opportunity to identify all known underground utilities.

#### **4. BUILDING AREA (FOOTPRINT) REQUIREMENTS**

The combined footprint of a residence and outbuildings shall not be greater than 50% of the area of the lot upon which they are built, and the residence shall not exceed 3,500 sq. Ft. (of living area).

Only one inhabitable, residential building is allowed per lot.

The maximum height of a residence shall be in accordance with Fresno County Building Codes and Zoning requirements and subject to HLCC approval.

#### **5. OUTBUILDINGS**

Detached garages &/or storage sheds:

- All detached structures require Lessor's written approval.
- The maximum combined /total size (footprint) of all out-structures on a lot shall not exceed 600 sq. ft. (A maximum of 2 outbuildings per lot)
- Detached garages shall be constructed and painted in a manner and color in compliance with the décor requirements stated herein.
- A storage shed/structure shall be made of wood or metal & painted in suitable décor as stated above. Sheds made from molded plastic materials greater than 15 sq. ft. are not acceptable. Storage sheds =< 120 sq. ft. normally do not require a building permit.

#### **6. TREEHOUSES**

Treehouses are not allowed in the Subdivision.

#### **7. EXTERIOR WORK**

Lessor's prior written approval is required for ALL Lessee's Exterior Work. "Exterior Work" includes but is not limited to buildings, sheds, grading, drainage, retaining walls, tree removal or tree modification changing the symmetry, health, or natural form of the tree, and significant changes to the exterior paint or stain color on any existing building. (See Trees section for additional details). Any work within 15 feet of the property lines will require a review by Hume and may require a survey or other actions to be performed prior to the start of construction to eliminate any confusion or disagreement over property setbacks. If required by Lessor or Fresno County, surveys will be performed by Lessor's approved survey company at Lessee's expense by

a surveyor acceptable to Hume. Lessor to coordinate and schedule this work. Lessee shall be responsible for erosion control and mitigation measures where grading or excavation is proposed. This includes the management of soil or stormwater which could potentially encroach on a neighboring lot or roadway. All proposed grading and excavation is to be reviewed and approved by Lessor.

## **8. MAJOR WORK**

Lessor's written approval is required for Lessee's major construction or Restoration Major Work. "Major Work" means an expenditure for Restoration or construction that exceeds \$20,000 or work in any amount which requires a Building Permit from the County of Fresno ("Major Work").

## **9. SUBMITTAL OF PROPOSED WORK PLAN FOR EXTERIOR AND MAJOR WORK**

Lessee shall deliver for Lessor's approval and use, two sets of preliminary construction plans, and specifications prepared by a designer, architect, or engineer (as required) licensed to practice as such in the State of California. Said plans and specifications shall provide for the construction of all Improvements within the exterior property lines of the land. This includes plans for remodeling, exterior additions, septic systems, or grading projects. The submittal shall include the following as applicable for the planned project.

- a. A scale drawing showing lot boundaries and a description of the property.
- b. Drawing or sketches, showing required fieldwork affecting trees. Trees are a part of the Leased Premises and trees larger than 6 inches or larger require approval of the Lessor prior to modification or removal. (See Trees section for more information)
- c. Changes in grading or retaining walls.
- d. Drainage changes due to grading.
- e. Septic system location.
- f. Setback requirement: Lessor requires a setback on new construction of 15 ft. at the front and back of the property and any applicable Fresno County setbacks and in compliance with paragraph 9j.
- g. Structure location as measured from lot boundary lines.
- h. Off-street parking provisions.
- i. Any other information useful in describing the proposed activity.
- j. Any work within 15 feet of the property lines will require a review by Hume and may require a survey or other actions performed prior to the start of construction to eliminate any confusion or disagreement over property setbacks. Surveys will be performed by Lessor's survey company at Lessee's expense by a surveyor acceptable to Hume. Lessor to coordinate and schedule this work.
- k. Lessee shall be responsible for erosion control and mitigation measures where grading or excavation is proposed. This includes the management of soil or stormwater which could potentially encroach on a neighboring lot or roadway. All grading and excavation is to be reviewed and approved by HLCC staff.

#### **10. FRESNO COUNTY PERMITS**

According to the California Building Standards Code, no building or structure may be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate permit for each building or structure has first been obtained from the building official. Lessee shall procure and deliver to Lessor copies of all required permits from governmental agencies. All new construction in the Subdivision must conform to the County of Fresno's building codes, zoning codes, ordinances, and regulations where applicable. It is advisable that plans be submitted to the County after approval for the project has been received from the Lessor.

It is the Lessee's responsibility to obtain any and all required approvals and building permits from the County of Fresno. Approval of plans by the County of Fresno prior to their approval by the Lessor does not obligate their approval by the Lessor.

#### **11. MINOR WORK**

Lessor's approval is not required for Lessee's minor construction or minor restoration. "Minor Work" means an expenditure for construction or restoration that does not exceed \$20,000.00 annually or for a single project and that does not require a Building Permit from the County of Fresno. Construction and restoration cost shall include the actual cost to Lessee for any demolition and any removal of existing Improvements or parts of Improvements as well as for preparation, construction, and completion of all new Improvements or parts of Improvements.

## CONSTRUCTION REQUIREMENTS

### 1. CONSTRUCTION PROGRESS

Major Work on the Leased Premises shall commence not later than (12) months after the date of Lessor's written approval and projects shall be completed in the time approved in writing by appropriate HLCC staff at the time of project approval. This may range from months to 3 years generally after the date of HLCC approval, depending on the scope of the project and as approved or extended for unavoidable delays or other causes at HLCC's sole discretion. Unavoidable delays, which shall mean only those delays caused by strike, governmental restriction, enemy action, acts of God, acts of the elements, earthquake, civil strife or commotion, war, unavoidable casualty or similar causes beyond the reasonable control of the contractor or the parties to this Lease. Construction shall be deemed complete on the date a certificate of occupancy is filed by the County of Fresno.

Construction, Restoration, and related work shall be compliant with the plans approved and the Rules and Regulations in effect at the time of construction. Over the long duration of this lease, the requirements may change, therefore what may have been allowed in the past may not meet the current standards.

### 2. FINAL WORKING PLANS AND SPECIFICATIONS

Lessee shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by Lessor, submit them to the appropriate governmental agencies for approval, and deliver and assign to Lessor for Lessor's approval and use one complete Permit Set, including a copy of the approved Building Permit as approved by the governmental agencies. Changes from the preliminary plans shall be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency or official in connection with the application for permit or approval, and if they do not change substantially in size, utility or style contemplated in the preliminary plans and specifications previously approved by Lessor.

### 3. GENERAL CONTRACTORS AND SUBCONTRACTORS ("CONTRACTORS")

Based on California State Contractors License Board requirements, work contracted with costs in excess of \$500.00 require a Licensed Contractor. Lessee shall comply with all requirements of the California State Contractors License Board and require contractors to be properly licensed and show proof of liability and workman's compensation insurance. Lessee shall provide a list of proposed Contractors, Subcontractors, and Major Suppliers to Lessor prior to the start of any Major Construction.

### 4. INSPECTION

Lessor shall have the right to inspect the Leased Premises or Improvements in relation to such work at all reasonable times.

### 5. INSURANCE REQUIRED FOR LESSEE PREMISES

See the Insurance section of "General Rules" for specific requirements.

## INSURANCE REQUIREMENTS SPECIFIC TO CONSTRUCTION

### 1. INSURANCE CERTIFICATES

Before commencing work, each contractor and subcontractor shall procure and maintain insurance on all of its operations whether the operations are by the contractor or by anyone for whose acts, a subcontractor, may be liable. Insurance companies must be authorized to do business in the State of California and be A.M. Best's rated A-VII or better. Such coverage shall include coverage as follows:

An Insurance Certificate for Workman's Compensation and General Liability coverage from each contractor and subcontractor must be issued prior to the start of any Work and remain in force at all times during construction.

Certificates shall show Hume Lake Christian Camps as the Certificate Holder and provide an Additional Insured endorsement naming: Hume Lake Christian Camps and all of its affiliated officers, directors, related companies Guests, and attendees as Additional Insured.

Certificates of such insurance shall be furnished to Lessor by the insurance companies, and no such policy shall be cancelable or subject to reduction of coverage or other modification except after 30 days prior written notice to Lessor.

### 2. WORKERS' COMPENSATION INSURANCE

Workers' Compensation insurance shall be provided by the contractor and/or subcontractor as required by any applicable law or regulation.

### 3. GENERAL LIABILITY INSURANCE

Contractor and subcontractors shall carry primary General Liability insurance covering all operations by or on behalf of the contractors or subcontractors providing insurance for bodily injury, personal injury, and property damage for the limits of liability indicated below including but not limited to coverage for:

- a. Premises and operations
- b. Products and completed operations
- c. Contractual liability including subcontractor's bodily injury and property damage indemnity obligations.
- d. Explosion, collapse, and underground hazards including subsidence and any other earth movement.
- e. Personal injury liability
- f. Liability of independent contractors
- g. Construction means, methods, techniques, sequences and procedures including safety and field supervision.

The limits of liability shall be not less than the following amounts:

\$1,000,000 Each Occurrence (Combined Single Limit – Bodily Injury and Property Damage)



\$1,000,000 for Personal Injury Liability

\$2,000,000 Aggregate for Products-Completed Operations

\$2,000,000 General Aggregate

The general aggregate limit shall apply separately to the Worksite and/or Per Project.

#### **4. AUTOMOBILE LIABILITY INSURANCE**

Contractors shall carry Automobile Liability insurance, including coverage for all owned, hired, and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

#### **5. ADDITIONAL INSURED REQUIREMENT**

Lessor shall be named as additional insureds under the General Liability Policy and such insurance afforded the additional insureds shall apply as primary and non-contributory insurance. Any other insurance maintained by Lessor shall be excess insurance and shall not be called upon to contribute to Contractor's primary or excess insurance carrier's duty to defend or indemnify unless required by law. The excess insurance required above shall also afford additional insured protection to Lessor.

### **ADDITIONAL CONSTRUCTION REQUIREMENTS**

#### **1. LESSOR'S CONSENT REQUIRED**

Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval.

#### **2. RULES AND REGULATIONS**

All contractors, sub-contractors and workers, must comply with rules applicable to Guests, and the Lessee must provide a copy of the rules applicable to Guests to all contractors and sub-contractors.

#### **3. LIABILITY FOR DAMAGE TO PROPERTY**

Cost to repair any damage caused to Lessor's water system, sewer, roadways, utilities, infrastructure, drainage and or to other property during construction activity shall be the responsibility of the lessee.

#### **4. NOISE**

For the benefit of other Lessee's and their Guests, there should be no unnecessary noise or construction before 8:00 am or after 9:00 pm. Though Sunday inevitably is a day of activity down in main camp, work in the Subdivision that creates excessive noise is not allowed on Sundays. Please be particularly mindful of your neighbors and creating an atmosphere for quiet reflection and worship on Sundays.

## **5. MODIFICATION OF PLANS**

All construction and restoration shall be in accordance with the approved plans, and no change may be made in the plans or the construction that constitutes a material change in the exterior appearance of the improvements without the Lessor's prior written consent and approval. Lessor agrees to not unreasonably withhold or delay approval.

## **6. NOTICE OF COMMENCEMENT OF CONSTRUCTION**

Lessee shall notify Lessor of Lessee's intention to commence any Major Work at least 10 days before commencement of any such work. The notice shall specify the location, nature, and proposed duration of the intended work.

## **7. NOTICES OF NON-RESPONSIBILITY**

Lessor shall have the right to post and maintain on the Leased Premises any notices of non-responsibility provided for under applicable law.

## **8. PARKING**

All new residential construction shall provide for a minimum of two off-street parking spaces and as appropriate to the size of the planned structure.

## **9. PAYMENT OF CONSTRUCTION COSTS**

Lessee shall pay all costs of constructing the Improvements, including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, laborers and materialmen. Lessor shall have no obligation to pay any costs or fees in any way related with construction required by Lessee under this Lease. Lessee agrees to indemnify Lessor from any and all costs and claims related to the construction or renovation activities on the subject leased premises.

## **10. SEWER**

Where infrastructure is available sewer connection is preferred over septic and may be required by Hume at any time at Lessee's sole cost.

a. Any connection to the sewer system must be approved and requires a sewer connection agreement with HLCC.

b. All sewer work shall be done in accordance with the engineered master plan approved by Hume. All work shall be done by a Hume approved contractor and supervised by Hume.

c. As part of the engineered master plan, existing infrastructure may need to be upgraded.

## **11. SEPTIC SYSTEM**

New septic systems, septic system replacement, or repair, must first be approved by Hume and permitted by Fresno County. See Sewer as sewer may be required.

**12. RED TAG**

In the event HLCC observes and /or is notified of any unsafe, or dangerous, or unsanitary condition on or upon the Leased premises and/or any violation of Health or Building Codes on the Leased premises, or failure to maintain a First Class Condition, HLCC reserves the right in their sole discretion to immediately restrict and or eliminate Leaseholders and/or their guest use and or occupancy of the leased premises until the said condition is corrected and or/remedied.

**13. TEMPORARY MATERIAL AND EQUIPMENT STORAGE OR MOVEMENT**

It is the responsibility of the Lessee to assure the construction workers keep roads clear for the passage of vehicles and firefighting access at all times during the course of construction. Unimproved HLCC lots, common areas, other lessee's lot, and Subdivision roadways shall not be accessed or used for temporary placement and/or storage of building materials, heavy equipment, i.e. backhoes, trenchers, trucks, etc., construction equipment, i.e. air compressors, generators, etc., or as worker parking without written authorization by the Lessor and /or an affected Leaseholder.

**14. TREES.** See Trees in General Rules.**15. WASTE DISPOSAL / CLEAN-UP**

Waste materials resulting from construction work will not be allowed to accumulate but must be regularly and upon request removed from work sites. Construction waste must be removed from HLCC property, at the expense of the Lessee. Under no circumstances will the burning of waste wood or other material be permitted on a work site or other Hume property at any time of the year.

**16. WATER SERVICE**

Water will usually be supplied to your lot and the adjacent lot at a common corner. Lessor will install one ball valve for your service, but we request that you install a second valve ahead of your service so that two valves are available for shut off. We do not want to depressurize the entire Subdivision water system to repair a single leaking valve. All lines and valves past the HLCC service valve are the responsibility of the Leaseholder.

Since many Lessees use their cabins during the winter, water lines should be a minimum of 24 inches underground and your valves should also be protected with insulation in the box and a sturdy cover over the box. The capability to easily drain your line should also be provided.

## RENTAL PROCEDURES

### 1. GENERAL RENTAL EXPECTATIONS:

a. All single or multiple rentals totaling three (3) months or less to the same party in a year ("Short-Term Rental") and Sublease Guests are required to receive and sign an acknowledgment of receipt of the Rules and Regulations, Statement of Belief and other documents.

b. The Lessee is responsible to insure and confirm that the premises and structures to be rented or subleased are in compliance with all building codes, and other governmental requirements including smoke detectors, alarms, child safety protection, and any other act reasonably require to ensure the safety of Guests.

c. No renting for any commercial purpose.

d. Lessor may terminate Short Term Rentals in its sole discretion, and any approval given by Lessor shall not be considered a waiver of the right to object to any future request.

e. Lessee agrees to indemnify, defend, and hold Lessor harmless for any claim arising from the Short-Term Rental or Sublease of the Leased Premises by a Guest of Lessee or any other person arising out of a Short-Term Rental or Sublease.

f. The Lessor has the right to change the Short-Term Rental and Sublease Rental Procedures from time to time as deemed appropriate by Lessor.

g. All short-Term Rentals, Subleasing, and homestay type rental activity will be subject to a rental assessment based upon gross income generated by the said activity. The assessment will be 15% of the gross annual income, or as adjusted by Hume in its sole discretion, and is due in April each year for the previous year.

h. Online Travel Agencies (OTA's) such as AirBnB, VRBO, HomeAway, and similar services may not be used to advertise or rent any cabin at Hume. Use of third parties or property management companies is not allowed. Rental of cabins must only be advertised privately and through the Hume Rental List only.

i. A current in-force insurance declaration showing both fire and personal liability in accordance with insurance requirements shall be provided by the lessee to Hume. Said insurance shall list HLCC and Hume as additional insured.

j. Any Sublease or Short-Term Rental without Lessor's consent shall, at the option of the Lessor, result in the immediate termination of the Lease. Such termination shall be considered "for cause" termination.

### 2. SHORT-TERM CABIN RENTAL PROCEDURE

**Note:** Short-term Rental is a single or multiple rentals totaling 3 Months or less to the same party in a year. 3 months to 1-year Rentals are addressed in the Sublease section. Rentals or subleases for longer terms than 1 year are not permitted.

- a) Contact the Leaseholder Coordinator and request an "Application for Rental Activity". Return this completed form along with a \$25 application fee.

- b) Supply a written description of your cabin, rental prices, and your contact information. Please look at the current Cabin Rental List and write your listing in a similar fashion that can be copied and pasted. Email this description to the staff at [leaseholder@hume.org](mailto:leaseholder@hume.org). Hume does not facilitate cabin rentals beyond adding your rental to the rental list. You will need to plan for getting keys to your renters and for any cleaning that needs to occur between renters. The Leaseholder Coordinator does maintain a list of full-time Hume residents who offer cabin cleaning services. You may request this list from the Leaseholder Office. You will need to contract with a cleaner privately, and prices are set by each individual contractor.

At the end of each year, you will receive an email with the "Rental Income Report" attached. Please fill this out and return it with a check for 15% of the yearly rental fee. This fee is due by April 30 each year.

### **SUBLEASE**

If you desire to Sublease longer than 3 months cumulatively and up to a year, the process is different due to the longer-term presence and engagement in the community at HLCP. Before offering a sublease to any party for more than 3 months, contact staff for additional details. Rentals or subleases for longer terms than 1 year are not permitted.

A specific application is required which will include references and written affirmation of the Rules and Regulations, Doctrinal Statement of Belief, and the Standard of Conduct. HLCC retains the right to deny or terminate any sublease.

### **LEASE ASSIGNMENT PROCESS**

- Any request for Lease Transfer must be approved by the Board and all forms must be provided well in advance. Contact the Leaseholder Relationship Director for more information.
- The requirements of transfer and Leaseholders with complex, multiparty structures including succession plan details, and Trusts including related fees and specific requirements for Lease Trusts are still undergoing revision.
- Leasing more than one improved lot/dwelling is not allowed. Leases involving multiple contiguous lots require special review and approval. Contact Leaseholder Relationship Director for more information.

#### **1. GENERAL LEASE TRANSFER EXPECTATIONS**

a. As a religious Christian non-profit organization, Hume retains the sole right to approve or deny any new Lessee to insure fit and agreement with the Mission, Statement of Beliefs, and support of the goals of Hume, as well as to maintain an ongoing likeminded community with a common interest of supporting Hume.

b. As a condition of approval, any Assignment or transfer will require the new Assignee to agree and sign the Lease form then in use by Hume. At the time of adding a new

assignee to the lease, all other current Leaseholders on the prior lease must also agree to the terms of the new lease.

c. Lessee shall not assign the whole or any part of the Leased Premises either voluntarily or by operation of law, nor allow said Leased Premises to be occupied or used by anyone contrary to the terms hereof without the written consent of the Lessor first obtained. Any written consent so given by the Lessor shall be voidable at the discretion of the Lessor and shall not be considered a waiver of the right to object to any future assignment.

d. Hume is the only vehicle through whom Lessee may seek to assign the Leased Premises to another party. Lessee is prohibited from assigning the Leased Premises for any commercial purpose. Lessee shall not advertise or attempt to assign its leasehold interest through any third-party real estate sales or leasing company, real estate broker, or any other such agent, except as otherwise approved in writing by Hume.

e. Should Lessee desire to assign the Leased Premises, Lessee must first seek written consent from Hume and Hume will have the sole discretion to approve or deny the assignment of the Leased Premises. Any written consent so given by the Lessor shall be voidable at the discretion of the Lessor at any time before the assignment is legally concluded and such approval shall not be considered a waiver of the right to object to any future assignment.

f. In the event of an assignment, Lessee agrees to indemnify, defend and hold Lessor harmless for any claim of the assignee related to acts, omissions, and conditions of the Leased Premises as of the assignment and shall require the assignee to agree that the assignee's sole remedy for any damages related to the condition of the Leased Premises or for fraud, misrepresentation, negligent misrepresentation, negligence or other claim arising out of a Lessee's representations or omissions shall only be against the Lessee and not Lessor.

g. Lessee shall be solely responsible to provide any legally required disclosures to Lessee upon the assignment of the Leased Premises. Lessee shall be solely responsible to ensure that the Leased Premises complies with all building codes and other requirements for the transfer of the Leased Premises.

h. Lessee may be required by Lessor to perform a survey by a Lessor approved surveyor at the lessee's sole cost to determine the legal boundaries of the Leased Premises and to determine whether any encroachments on property lines exist.

i. Lessor does not accept LLCs or Corporations as Leaseholders.

j. Real estate agents or brokers are not allowed to be paid commissions or be used as Agents or Brokers in the transaction. No "For Sale" signs are to be visible around lots or bulletin boards. Leases available for transfer are not to be advertised by public means. Available leases may only be listed on the Hume Lease Transfer List.

## **1. PROCESS FOR LEASE TRANSFER TO NON-FAMILY MEMBER**

**NOTE:** For family transfers or transfers to a trust – please see the next section, "Process for Lease Transfer to Family or Trust"

If you would like to transfer your lease to a new lessee through a lease transfer, you will first submit a listing for your cabin which includes a description of the cabin, your contact information, and the requested lease transfer price. Please look at the "Lease Transfer List" list and create a

similar listing that can be copied and pasted. Send this to the Leaseholder Coordinator at [leaseholder@humelake.org](mailto:leaseholder@humelake.org)

Other than adding your listing to the Lease Transfer List, Hume does not facilitate cabin transfers in any way. You will need to make a plan for allowing potential buyers to view your cabin.

Once there is a final, approved lease transfer, the seller will pay 2% of the transfer price, or the fee then in use, to Hume plus any required legal fees incurred by HLCC and other fees or expenses required by the Lease.

Once you accept an offer from a potential buyer, contact the Leaseholder Coordinator to begin the transfer process. **PLEASE NOTE:** Only one transaction can be sent to the Board of Directors for approval. If you are entertaining multiple offers, please conclude that process and choose a buyer first. Then contact the Leaseholder Coordinator with the information on your transfer. You will be sent the "Application for Change to Lease" document to fill out and sign. This acts as a "permission" to the Leaseholder Coordinator to proceed with the Application Process for the potential new Leaseholder.

Once the Leaseholder Coordinator receives the "Application for Change to Lease," They will contact the potential new Leaseholder to have them fill out documentation, agreements, reference letters, background checks, and schedule a personal interview. All new Leaseholder information, references, and interviews must be completed 4 weeks prior to the upcoming board meeting or the approval for transfer will be scheduled for the following board meeting.

## **2. PROCESS FOR LEASE TRANSFER TO FAMILY OR TRUST**

If you would like to transfer your lease to a family member(s) or put the title of your lease into a trust, contact the Leaseholder Coordinator and request the "Application for Change to Lease" document to fill out and sign.

Once the changes are approved, you will pay the current transfer fee to Hume plus any legal or other fees incurred by Hume or required.

If you are adding family members, they will each be sent an Application and Reference forms which they will fill out and return to the Leaseholder Coordinator in order to be approved by the Board of Directors. Please note that people listed as beneficiaries are not approved Leaseholder.

Once the Leaseholder Coordinator receives the "Application for Change to Lease," They will contact the family member(s) to have them fill out documentation, agreements, reference letters, background checks, and schedule a personal interview. All new Leaseholder information, references, and interviews must be completed 4 weeks prior to the upcoming board meeting or the approval for transfer will be scheduled for the following board meeting.

For transfers to trusts, please contact the Leaseholder Coordinator for the appropriate paperwork and procedures.

## **SUBDIVISION SNOW REMOVAL POLICY**

### **Snow Removal:**

- The roads are subject to inclement weather including snow, ice and rain, and occasional standing water. Leaseholders and their Guests are required to always operate vehicles safely and at a speed and in a manner that is safe for the then existing roadway conditions. Use the roads at your own risk.
- 
- Staff and qualified Subdivision snowplow volunteers will attempt to clear as many of the Subdivision's common roads after storms as reasonably possible. However, this does not guarantee that every road in the Subdivision will be clear at all times. Snow removal on Subdivision roads is subject to safety conditions, ministry priorities, staff availability, equipment availability, and storm conditions.
- The Leaseholder is responsible for clearing their driveways, parking areas, and walkways. Please do not ask the staff or volunteer snowplow team to clear snow for an individual cabin. Our teams will only be working on clearing common roads in the subdivision. Please understand that snowplow equipment will leave a large berm of snow in front of driveways that can turn to solid ice overnight.
- Please let everyone using your cabin know there may not be clear access to the cabin for walking or parking, and there is no guarantee that the road to the cabin will be clear of snow. If you have Guests or renters coming up, we highly suggest you provide them with a means of removing snow and ice from driveways, parking areas, and walkways.
- No snow play on the roads. Snow equipment moves quickly through the subdivision and takes longer to stop. Please stay out of the roads and keep track of children near the roadways at all times during the winter. No sledding on roads.
- Any individual other than HLCC employees using snow removal equipment on Subdivision roads or on their lot do so at their own risk and assume all liability for injuries to themselves, others, or property damage.

### **VEHICLES AND PARKING DURING WINTER:**

- Do not park on any part of the road. Any vehicles parked, even partially on the roads, create a significant problem for snow removal equipment and are in danger of damage. If you cannot park entirely off the road, please park your vehicle in Staff Circle at the bottom of Ponderosa Ave.



- Only 4-Wheel Drive vehicles are recommended in the subdivision in the winter and should carry chains. If you come to Hume in a 2-Wheel Drive vehicle, please leave it parked in Staff Circle parking at the bottom of Ponderosa Ave.
- Hume Lake does not have a tow service for stuck or broken vehicles. HLCC staff and volunteers are not available to pull stuck vehicles out or repair broken vehicles. If your vehicle becomes stuck or broken, you will need to call a tow service.
- Drive slowly. Please drive all vehicles and ATVs slowly through the subdivision during the winter to avoid accidents, injuries, and getting stuck.

### **SNOW REMOVAL PRIORITIES**

- HLCC allows Leaseholders and their Guests to access their leased property year-round under normal circumstances. HLCC reserves the right to close access to the Subdivision at its discretion (e.g., fire, flood, snow, etc.).
- HLCC is not obligated to provide snow removal services for Leaseholders who benefit from HLCC snow removal because of their proximity to HLCC and HLCS employee housing and/or infrastructure.
- Subdivision snow removal routes are determined based on **the following criteria** solely at HLCC's discretion, and final determinations will be made by HLCC's Sr. Director of Operations and COO:

#### **Criteria One: Safe Access**

- Roads/routes must be safely accessible by the snow removal equipment available and must not exceed safe grade thresholds or turn angles for the equipment being used.
- Roads/routes must not pose a significant risk of injury to operators, Leaseholders, Guests, or ministry property.
- HLCC removes snow on paved roads only, and dead-end roads will typically not be plowed if there is not a sufficient turn-around.

#### **Criteria Two: Ministry Priorities**

- Keeping the road to Highway 180 and all HLCC ministry infrastructure is the main priority for the HLCC snow removal team. Once these areas are taken care of, the HLCC staff may attend to the common roads in the Subdivision.
- Snow removal routes will be chosen first to provide access within the Subdivision primarily based on HLCC employee or HLCS (Hume Lake Charter School) employee residence locations, ministry-related access to infrastructure (e.g., water towers), and ministry buildings (e.g., Joshua Wilderness Institute).

#### **Criteria Three: Staffing & Equipment Availability**

- HLCC determines all snow-removal routes based on available operators, available and operable equipment, and overall ministry needs.

Nothing in this section is intended to authorize Leaseholders to perform snow removal on the sub-division roads without written approval.

### SEWER

If the leased lot is currently connected to the HLCC sewer system, the following conditions apply to this lease assignment:

1. This particular lot is connected to an existing HLCC main sewer line which may not be in accordance with the Subdivision master plan. If and when this existing main sewer line is upgraded to comply with the master plan, or if this cabin volume exceeds existing capacity and requires a mainline sewer upgrade, and if the Leaseholder's pro rata share for this upgrade would exceed the amount collected, then the Leaseholder may be required to cover the additional costs, if any, over and above the amount already collected.
2. Leaseholder understands and agrees to pay HLCC an annual sewer use fee which will be invoiced and added to the Service Charge. The current annual sewer use fee for 2023 is \$250.00. This fee is subject to review and adjustment annually and may be adjusted for year-round use or other factors.
3. The HLCC sewer treatment plant may require upgrades in the future. By using this connection to the HLCC Sewer system the Leaseholder understands that they may be asked to participate in their pro rata share of the costs related to future upgrades.