SLO Running Deer Ranch Company, Inc. CONDITIONAL USE PERMIT (CUP) for the Recreational Use of the Point

This form has been created to protect your Conditional Use of the Point by way of the Grant Deed of Easement. SLO Running Deer Ranch Company, Inc., as the recorded Trustee for the "Point," requires this CUP to be signed by each Running Deer Ranch Landowner who wishes to have access to the Point for the prescribed recreational uses named in the Grant Deed of Easement. Members must use reasonable judgment as to the number of guests invited so as not to infringe on the rights of the other duespaying member's use of the Point. Violation or noncompliance of any of the following rules or conditions jeopardizes your use, as well as all other property owner's Conditional Use of the Point.

Rules and Conditions:

- 1. <u>Camping or Overnight Parking</u>: There shall be no camping or overnight parking on the Point.
- 2. <u>Driving Safely on the Point:</u> All members and/or their guests shall abide by the speed limit signs posted at the Point. All California Vehicle Codes are to be observed and adhered to.
- 3. <u>Trees and Shrubbery:</u> There shall be no removal of trees or shrubbery.
- 4. <u>Litter, Garbage, Polluting Substances:</u> There shall be no dumping or depositing of trash, refuse, garbage, litter, motor oil, gasoline, human waste or any kind of waste material on any portion of the Point, except in approved containers designated to receive such waste materials.
- 5. <u>Fire Restrictions:</u> There shall be no ground fires.
- 6. <u>Indecent Language or Gestures:</u> There shall be no use of threatening, abusive, insulting or indecent language or gestures.
- 7. <u>Beach Area:</u> All members are to respect the rights of all members and/or their guests in the landing, launching and mooring of their docks and or boats on the Point's community beach area.
- 8. <u>Docks:</u> All docks shall meet all requirements of all building, licensing and regulatory agencies. All dock owner(s) shall provide adequate public liability and property damage insurance to hold the current owner(s) of the Point parcel and *San Luis Obispo County Running Deer Ranch Company Inc.* harmless from any liability arising out of the operator or use of said docks. Dock owners shall provide a copy of their current Dock License and Insurance coverage to the RDR Board on a yearly bases, BEFORE annual dues are owed in April.

- 9. <u>Excessive Noise</u>: No sound amplifying equipment shall be operated at any time at such a volume as to interfere with the enjoyment of the Point by member and/or their guests, or with the peaceful enjoyment of members on private property outside the Point area.
- 10. <u>Right of use</u>: **Only Running Deer Ranch members in good standing and their accompanied guests** are permitted to use the Point. Unaccompanied guests, renters and non-members who use the Point are trespassing and are subject to the laws of trespassing which may result in arrest and impound of vehicles and/or trailers.
- 11. <u>Landowners and Guests</u>: Landowners and/or their guests *or renters* that jeopardize the Trust by not following the Point Rules will have their rights and privileges revoked for the remainder of the year. Dues paid by the owner will be forfeited. If the landowner and/or guests *or renters* continue using the Point, they are subject to the laws of trespassing, which may result in arrest and impound of vehicle and/or trailers. A special Board of Directors meeting will be held as soon as possible to discuss the penalty.
- 12. <u>Mussel Inspection Certification</u>: Running Deer Ranch owners are responsible for ensuring their members, guests, or renters have a valid, current <u>MUSSEL</u> <u>INSPECTION CERTIFICATION</u> form in their watercraft PRIOR to using the RDR launch ramp. Watercrafts not possessing a current certification form are PROHIBITED from using the RDR launch ramp *in accordance with California and County laws*.

I/We agree to obey all the rules set forth in this document and hereby acknowledge responsibility for my/our guest(s)/*or renters* and my/their actions. My/our right and privileges to use the Point can or will be revoked if my/our and/or my/our guest/*renter* fail(s) to follow **any** of the agreed upon Conditional Use Permit (CUP) Rules for using the Point.

Signature:	Signature:
Print:	Print :
Date:	Date:
Parcel # or Street Address:	

Revised January 2014