Rules and Regulations
Coosawattee River Resort Association, Inc.
(CRRA)

Office Address: 634 Beaver Lake Drive #5160
Ellijay, Georgia 30540

Revised/Approved August 3, 2016
Effective
PREFACE

The Rules and Regulations are intended to aid all Property Owners in determining the proper conduct of all parties within the CRRA on a day-to-day basis. These Rules and Regulations are not intended to replace, nor are they in excess of, the Established Covenants and Restrictions, which are common to each particular lot. It is the responsibility of each Property Owner to know what the Established Covenants and Restrictions are and to comply with them.

The Board of Directors is authorized by the Association’s By-Laws to formulate and enforce reasonable Rules and Regulations; and further, to apply specific assessments when violations occur. Specific assessments not paid within thirty days after notification of the amount due shall accrue interest at the rate as stated in the applicable CRRA covenants. Unpaid specific assessments will result in liens against the property and may be foreclosed at the discretion of the CRRA.

NOTE: Please read these Rules and Regulations very carefully. A Violation could result in a Fine. It is up to the Property Owner to become familiar with the Assessment/Fine Schedule which identifies the Assessment/Fines for a specific offense.
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Article I
Property Regulations

Section 1. Outdoor Pets (Cats and Dogs)

Only domestic pets are allowed and must be kept on a leash or under direct supervision of the owner when not confined to the owner’s property. Animals declared to be vicious by the government are not allowed. CRRA reserves the right to remove any animal that becomes a nuisance or threat to residents. We recommend each allowed pet be collared at all times with ID tags. Gilmer County or CRRA may pick up any pet straying off owner’s property or becoming a nuisance. Nuisance collars, which help keep dogs from barking, are available at pet stores.

A. If your animal bites someone; you become responsible for all subsequent medical bills, court costs and CRRA related fines plus your animal may be removed by Animal Control.

B. Any animal picked up is subject to be taken to the Gilmer County Animal Control/ Shelter.

Section 2. Outside Burning

Leaf/yard/vegetation and trash burning requires a verbal Georgia Forestry Burning Permit (Call 706-635-2363). Owners must call CRRA Central Monitoring Station (706-276-1060 x 244) with that permit number daily before burning. All fires must be attended at all times and extinguished before sundown.

Section 3. Firearms/Hunting

A. Discharging of firearms is not permitted.

B. No hunting or trapping is allowed within CRRA property boundaries.

Section 4. Household Garbage and Trash

A. All household garbage as defined by Gilmer County must be placed in closed bags and removed from the property by the owner or his agent to County facilities. Household garbage must be kept in appropriate containers until taken to an appropriate dumpsite. Owners using a waste collection company must not leave the trash container out for more than 24 hours.

B. Illegally or improperly dumping waste or garbage at any amenity, common property or private lots will result in fines and possible criminal charges.
Section 5. **Appliances/Furniture Stored Outside or in Vehicles**

A. No inside furniture or household appliances will be allowed on porches or in yards.

B. Stored items cannot be visible when using open trailers and/or automobiles for storage.

C. Portable refrigerators no larger than 36 inches in height and cooking appliances manufactured for outdoor use MAY be allowed outside homes and on porches.

Section 6. **Noise and/or Conduct Disturbance on Private Property**

A. Every effort should be made to be quiet between the hours of 11:00 p.m. and 7:00 a.m.

B. No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. (Article 10 of the covenants)

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**Article II**

**Property Maintenance and Construction Guidelines, Fees for New Construction/Additions**

Section 1. **Lots, Yards, Grounds and Landscaping**

Property Owners are responsible for keeping their lots in an attractive condition. Construction sites must be kept free of paper, trash and unusable construction material.

A. Owners of undeveloped lots (no house) that have dead trees endangering a neighbor’s property and/or electrical cables should cut them down and remove them.

B. Property Owners with improved lots (with house or Recreational Vehicle) should keep the lawn (if any) mowed and weeded and the lot free of yard debris and trash.

C. Signs

1. Pursuant to the Beaver Bend, Beaver Forest and Beaver Lake Covenants: “No advertising activity of any kind shall be allowed on any parcel of land or lot, except one sign of no more than four square feet advertising the lot or parcel of land for sale or lease by the owner thereof, or such owner’s agent.”

2. Pursuant to the Eagle Mountain Covenants: “No advertising activity of any kind shall be allowed on any lot or parcel of land. Signs for the advertising of lots by the lot owner shall be approved by the POA, which approval shall not be unreasonably withheld.”

3. No other items shall be posted aside from those posted in common areas in designated “Lost & Found” posting areas.
D. Tarps or Tarpaulins are permitted to cover an emergency situation for an outbuilding, residential roof, garage, shed, gazebo, motor vehicle or recreational vehicle. The Tarp or Tarpaulin will be allowed to cover the emergency for a period of 30 days. If the emergency situation cannot be corrected in the allotted 30 days, the Property Owner should contact the CRRA Enforcement Department to explain the delay and request additional time to get the repairs completed. The Property Owner always has the right to petition the Board of Directors for an extension of time.

1. Wood piles are exempt from these provisions.
2. A Tarp may be used to cover building supplies and partially completed construction to prevent damage from the weather but only if a valid CRRA Building Application is in effect.

A tarp or tarpaulin is defined as a large size waterproof material such as plastic or canvas or like material that is used to cover things and keep them dry. An emergency is defined as a situation requiring immediate attention and remedial action which may involve injury, loss of life, damage to the property, or catastrophic interference with normal activities. This may be a sudden, unexpected, or impending situation.

Section 2. **Septic Systems**

A. In accordance with Gilmer County and State of Georgia Official Environmental Health Regulations, building lot owners who have a septic system are responsible for proper installation and maintenance.

B. No gray water (from sinks and washing machines) and no black water (sewage) is to be discharged onto the ground or into any Streams and/or the Coosawattee River. Violations will be reported to the County / State authorities.

Section 3. **Culverts & Roads**

*Installation or replacement of culverts is the responsibility of the Property Owner.* Before any Culvert(s) is installed or removed on or adjacent to CRRA rights of way you must refer to the CRRA Architectural Review Committee’s Construction Guidelines.

A. Property Owners improving their property are responsible for repairing any damage done to the CRRA road adjacent to their property. This includes leaving mud and/or gravel or other debris on the roadway and/or damage caused by concrete mixers, delivery trucks or construction vehicles.

B. Failure to clean up or repair the road will result in a STOP WORK ORDER and CRRA doing the clean up and repair and billing the property owner.

Section 4. **Lot Identification**

CRRA suggests that the 911 identification numbers as well as the CRRA lot number be displayed. These numbers are issued by 911/Gilmer County Authority (706-635-4653) and by CRRA (706-276-1060) respectively. Failure to display these numbers may delay the arrival of emergency vehicles and/or emergency personnel. Address signs may be purchased from the Roads & Grounds Department of the CRRA.
Section 5.  **Architectural Review Committee New Construction Approvals**

A.  **It is your responsibility to be familiar with all regulations that pertain to new construction, including additions or exterior modifications.**

B.  **Customary repairs and maintenance to existing structures are allowed without an approval.**

C.  **The following requirements must be met before CRRA will issue any Construction Approval**

1. You must contact the Gilmer County Planning Office (706-635-3406) to determine what construction activities are allowed near Streams and Rivers, if applicable and what type of construction requires a Gilmer County Building permit. You must provide a copy of the Gilmer County permit with your CRRA Application for New construction.

2. Before any type of construction activity including grading, cutting trees, culverts, digging ditches refer to CRRA Construction Guidelines.

Bulldozers, Bob Cats, Backhoes and other Large Construction Equipment are not allowed to be operated on the following Holidays: New Years Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, Christmas Day and All Sundays. Emergency situations are exceptions.

3. All CRRA dues assessments, building related fees, and violation assessments owed by the property owner must be current and must remain current during construction. The construction lot must be in the correct Property Owners name. Approvals will only be issued to the current legal property owner.

4. The CRRA Architectural Approval and all other applicable County, State, and Federal permits must be posted on the lot and must be visible from the street. All permits / approvals must be kept current during the construction period.

5. In order to maintain a natural setting, the cutting of any trees larger than 4” in diameter is discouraged unless necessary for construction.

Section 6.  **New Home Construction, Additions and Impact Fees**

A.  **Guidelines.** Prior to issuing a CRRA Building Approval, an impact fee will be required from the General Contractor / property owner. General Contractor is defined as the individual or organization in charge of the entire building project, whether outside contractor or property owner. The impact fee will be determined by the CRRA Board of Directors and published in the CRRA ARC Construction Guidelines.

**NOTE!! MOBILE HOMES, MODULAR HOMES, MANUFACTURED HOMES, INDUSTRIALIZED HOMES AND PREFABRICATED HOUSING.**
In order to comply with the Covenants (refer to each portion of CRRA) no mobile home shall be located on any lot. Mobile Homes shall be defined as including any home which is prefabricated and transported to the property by truck, trailer, craft or other vehicle and shall include modular, manufactured or industrialized homes. This also applies to additions to existing homes.

B. **Fees.**

Impact fees will be collected by the CRRA office prior to the ARC issuing the CRRA Building Approval. The impact fees shall be used for infrastructure repairs (roads, bridges, gates, signs) and other associated costs.

1) **Damage Claims:** Should damage occur to any common areas of the CRRA during the course of construction and should those damages not be repaired in the specified time, upon notice to the General Contractor, damage claims will be assessed against the Property Owner in accordance with the published criteria, established by the CRRA Compliance Committee.

2) If not satisfied with the Compliance Committee assessment, the Property Owner may request a hearing before the Compliance Committee in accordance with Article VI, Section 2, Paragraph A of the CRRA By-Laws. If not satisfied with the results of this hearing, the Property Owner may, within thirty (30) days of this hearing, submit a written request for an appeal hearing before the CRRA Board of Directors, as set forth in Article VI, Section 2, Paragraph C of the CRRA By-Laws.

D. **Additions, Outbuildings and Dirt Disturbance:**

1) Additions to existing houses, or construction of garages or any outbuilding(s) require a CRRA Building Approval. Call Gilmer County Permit office (706-635-3406) to inquire if a County Permit is required.

2) Dirt disturbance of over 100 ft may require either a Gilmer County Permit and / or CRRA Approval.

3) Fences (whether property line or decorative) require ARC approval. Fences should have the finished side facing out. ARC recommends pet enclosures to be located as unobtrusively as possible and each enclosure requires ARC approval. The ARC recommends invisible fencing for pets whenever possible.

E. **Building Site Fires:**

1) All fires must be in a burning barrel or you must obtain a burn permit from the Forestry Department (706-635-2363) and report it to the CRRA Central Monitoring Station (706-276-1060 x 244).

2) Fires must be attended while a fire is burning

3) Sufficient water or other sufficient methods of extinguishing the fire, must be available for putting out fires
4) Fires must be **completely out** before leaving building site.

5) The State of Georgia prohibits burning any construction materials or household garbage.

Section 7. **Use of Explosives**

All persons who need to use explosives inside the resort must follow all county and state regulations and have all applicable permits. **There will be no exception.** Proof of Liability Insurance is required. Prior to the use of explosives, a notice to the CRRA Central Monitoring Station personnel at 706-276-1060 x 244 and to property owners within 500 feet of the blast site must be made.

Section 8. **Contractors, Building Materials, Delivery Vehicles and (OVERSIZED VEHICLES) for Escort**

1. The Property Owner is responsible to notify CRRA Enforcement of the names of all visitors including contractor’s employees and delivery vehicles prior to their arrival at the gate.

2. Contractors, building material delivery vehicles, subcontractors and all their employees are considered guests of the Property Owner and are required to be registered by the Property Owner with CRRA. If construction or remodeling is being done, the Property Owner must have a valid, approved application from CRRA prior to admittance of any of the above at any CRRA gate.

   A. Any guest of the Property Owner may be barred from CRRA property for failure to comply with any of the rules and regulations established by CRRA. (Refer to Article III, Section 1, E and Article IV, Section 3.)

3. All construction and delivery vehicles drivers must know the subdivision, lot number and Property Owner’s name for admittance into CRRA property.

4. The maximum width of any vehicle or load travelling on CRRA roads cannot exceed 9 feet in width and/or 60,000 pounds gross weight and/or 48 feet in length unless items A through E below are complied with.

   A. Vehicles which exceed any one of these criteria must receive permission from CRRA Enforcement before and while travelling on CRRA roads.

   B. All vehicles which exceed any one of these criteria must be escorted by a vehicle(s) from CRRA Enforcement. A fee of $150.00 must be paid.

   C. It is the responsibility of the Property Owner to obtain a escort permit with all escort services arranged with CRRA Enforcement 24 hours prior to entering the CRRA property.

   D. The CRRA escort service is a courtesy to the Property Owner and the delivery vehicle driver so as to guide them to the correct location within CRRA with CRRA assuming no liability for nor responsibility for any damage resulting in the delivery vehicle movements.
Article III  
Vehicle Parking

Section 1.  
**Covering**

A. All stored recreational vehicles such as but not limited to RV Motor Homes, trailers, 5th wheel trailers or pop-up trailers must be under roof or its appearance minimized from Private or CRRA roads by an ARC-approved fence or other ARC-approved method; such as a fitted cover.

B. Any Vehicle, Recreational Vehicle or Specialty Vehicle that is covered for any period of time, has to be covered with fitted manufactured covers for that purpose. A fitted cover is defined as a weather-resistant fabric material designed to fit the vehicle in a fashion that closely follows the contours of the vehicle and is secured from displacement. No advertising is allowed on the fitted cover. A fitted cover is allowed to be used for an indefinite period of time as long as it remains in reasonable presentable condition and not develop any holes or become otherwise unsightly from any factors, including but not limited to, mold, graffiti or dirt.

Section 2.  
**Parking of Vehicles**

If a vehicle or equipment is temporarily blocking the roadway, the driver, or his designee, must warn all oncoming traffic from both directions. Any Vehicle or equipment blocking a roadway or right-of-way must be moved immediately or it will be towed at the owner’s expense.

A. **Private Property.**
Vehicles shall be parked only on owner’s property. Special occasion parking or temporary parking permits may be obtained from Public Safety.

B. **Recreational Vehicles and Definitions**

All stored recreational vehicles such as but not limited to RV Motor Homes, trailers, 5th wheel trailers or pop-up trailers must be under roof or its appearance minimized from view of a Private or CRRA roadway by an ARC approved fence or other ARC-approved method, such as a fitted cover.

1. A fitted cover is allowed to be used for an indefinite period of time as long as it remains in reasonable presentable condition and not develop any holes or become otherwise unsightly from any factors, including but not limited to, mold, graffiti or dirt. A fitted cover is defined as a weather-resistant fabric material designed to fit the vehicle in a fashion that closely follows the contours of the vehicle and is secured from displacement. A vehicle is to be considered stored when it has not been moved for a period of 30 consecutive days. No advertising except for the fitted cover’s manufacturer’s logo is permitted.
2. Junked and Stored Vehicles. (Definition)
Vehicles that do not possess a current license, including junked vehicles, shall be parked within a suitable shelter such as a garage, or encased in a fitted cover and its appearance minimized from view of a Private or CRRA roadway.
A vehicle is to be considered stored when it has not been moved for a period of 30 consecutive days.
A junked vehicle is one that is not fully operational and not licensed for road use.

C. Construction Equipment.

1) Construction vehicles and equipment at construction sites must be stored on the site. Equipment stored or parked on common property must have a parking permit obtained from Public Safety.

2) Construction equipment with steel treads must have road protection devices to protect common roadways and should not travel more than 150 feet on roadways.

3) Only equipment with rubber tires / tracks will be allowed to operate on asphalt or gravel roads without road protection devices. Exceptions can be made for tracked vehicles needing to travel on gravel roads with prior approval from the General Manager and with supervision from a Public Safety or Roads & Grounds employee. Arrangements must be made prior to the day such travel / loading / unloading is needed.

Article IV
Gate Regulations/ID Cards

Property Owners, Renters, Lessees and Holders of Contracts for Deeds will be issued picture ID cards and they may purchase gate access devices at the POA by showing appropriate documents. The price will be determined by the Board of Directors and is posted at the POA Office. Each and every lot owner must keep all dues and other assessments current for each and every lot owned by that owner; failure to keep the dues and all other assessments current on all the lots owned by one owner will result in deactivating gate access devices for each and every lot owned by that owner. Replacement gate access devices must be purchased unless the item is determined to be defective. Once issued, gate access devices are not to be given or loaned to anyone. The policy for issuance of gate access devices is issued by the CRRA Board of Directors. Copies of this policy are available at the CRRA office.

Section 1. Eligibility for Gate Access Devices and Picture ID Cards

A. Eligibility to receive gate access devices and picture ID cards is determined by the following and identification will be requested:

1. Provide CRRA with a copy of appropriate documents (Deed, Lease, and Contract).

2. Have your name listed on the document.

3. Be a spouse of the listed person on the document.
4. Be residing in the house of a listed owner. Proof of residency is required. The list of acceptable proof of residency documents is posted at the POA office.

5. Provide a copy of a valid driver’s license or a valid state issued picture ID Card.

B. Property owner ID cards are valid for one (1) year.

C. Renters, Lessees and Holders of Contracts of Deeds ID cards will be valid for six (6) months. Gate access devices will be deactivated at the end of six (6) months unless renewed in person following the aforementioned guidelines.

   a. Property Owners must notify the CRRA POA Office when a tenant (who has been issued a gate access device) ceases to reside at their property. If the Office is not notified within 48 hours, then there may be fines issued with associated gate access devices and suspension of all gate access devises associated with that property. (Fine for one time is $25 and second time is $50 per gate access device.)

Section 2. **Guests and Service Personnel**

Property Owners, Renters, Lessees and Holders of Contracts for Deeds must arrange for any person(s) entry to the CRRA in advance and must be responsible for that person(s) as follows:

A. Property owners may have 10 people who regularly visit CRR listed in the Owner Membership Database (Tops) which is maintained by the Administration. It is the responsibility of the owner to keep the list current. To update this list, an owner must contact the POA Administration Office (706-276-1060 x 221). Any other visitors, guests or service personnel must be put on an access list by calling the Public Safety Central Monitoring Station (706-276-1060 x 244) in advance of their visit. These individuals will be granted entrance after Public Safety employee verifies their name appears on the current owner’s approved guest/access list and records their license plate number. Public Safety reserves the right to have identity verified with a photo ID.

B. It is the responsibility of the Property Owner to advise his/her guests and service personnel of proper gate use/entry, speed limits. Violations will be assessed against the property owner.

C. A guest list must be submitted to Security a minimum of 3 business days in advance of the function, if possible. Guest list must contain all guests expected to attend and must include a contact number in case there are problems at the time of attempted gate access. No one will be admitted to the CRR if they are not on an access list or authorized by the PO when contacted. The above applies to all types of parties (pool, birthday, graduation, etc.) and functions (weddings, reunions, etc.) If no guest list is submitted, each attendee must be authorized by a call to the PO.

To expedite gate access, all guests should be given the PO lot number and directions.
D. CRRA reserves the right to restrict entry to any guest desiring entry or to require that a guest is escorted at all times when not on their host’s property. We reserve the right to demand and receive proper ID to verify identity and to record license plate numbers on any vehicle/person entering property.

E. Any illegal or unauthorized entrance and any subsequent damage to common property (gates, etc) may result in criminal charges being filed.

Section 3. **Contractors and Building Materials Delivery Vehicles**

Contractors, sub-contractors and their respective employees must have prior approval before entering CRRA. The drivers of these types of vehicles must identify themselves and supply the subdivision, lot number and property owner’s name each time entry is desired.

Note!! The CRRA may, from time to time, find it necessary to restrict or prohibit construction vehicles and building material delivery vehicles from entering the resort due to inclement weather or other poor road conditions.

Section 4. **Recreational Vehicles (RV’s), Mobile Homes and Buses**

A. Guest RV’s must have a reservation or be a guest of a property owner.

B. No Mobile Homes or park model units are allowed.

C. Buses in excess of 16 passengers in route to any amenity may be issued a temporary permit, but must make prior arrangements with the CRRA Public Safety Department Central Monitoring Station at 706-276-1060 x 244.

Section 5. **Improper Entry/Exit to Resort**

A. Any person(s) entering or exiting a gate in an improper manner and/or damaging a gate or gate equipment will be charged or fined appropriately. The actions of guests are the responsibility of the owner.

B. Improper entry/exit includes, but is not limited to, failure to stop and show proper identification at a manual gate, tail gating, not using gate access devices in the prescribed manner, driving around a gate or speed bumps, passing other vehicles waiting in line at any gate, and entering through an exit gate or entering a gate against posted restrictions.

C. Entry to the Resort, except through an official established entry location, will not be allowed unless prior approval is provided in writing by the General Manager. Property owners whose lots border on non-CRRA land are not allowed to permit entry across their lots unless written permission from the General Manager is granted.

Section 6. **Gate Access Device Recall/Cancellation/Hardship Cases**
A. The Board of Directors and/or the General Manager reserves the right to recall and/or cancel gate access devices to ensure compliance with published policies and/or to protect CRRA common property and/or private property.

B. Any exceptions to this will be reviewed by the Board of Directors whose decision will be final.

**Article V**

**Moving Violations**

Section 1. **Moving Violations**

A. Anyone operating any type of motorized vehicle must operate it safely and have a valid Drivers License and vehicle State Registration plate if applicable or as described in Article III, Section B. Operating motorized vehicles in an unsafe manner may be considered Reckless Endangerment.

B. Only State licensed drivers are to operate Motorized Specialty Vehicles, including golf carts, as identified in Article III.

Section 2. **Definition of Reckless Endangerment**

Acts considered as Reckless Endangerment are, but not limited to, as follows:

A. Failure to observe Stop, Yield, and Speed Limit signs.

B. Driving on the wrong side or in the middle of the roads.

C. Intentional or purposeful spinning of tires.

D. Driving backwards on the road.

E. Passing a moving vehicle.

Section 3. **Repeat Violators**

A. Anyone receiving two Reckless Endangerment notices of violations within a 30 to 90 day period:

1. Will have their gate access devices decals deactivated for 30 to 90 days.

2. Lose all Amenity privileges for 30 to 90 days.

B. Over three (3) Violations within any 90-day period will result in legal action.

Section 4. **Definition of Admission to Reckless Endangerment Violations**

A. Failure to request a hearing after receiving a Notice of Violation is considered an automatic admission.
B. Hearings and Appeals are a right available to anyone receiving a CRRA Notice of Violation. Refer to Article VII of CRRA Rules and Regulations for the correct procedure.

C. Unless a Hearing is requested, each Reckless Endangerment assessment must be paid by the date shown on the Notice of Violation.

D. Failure to pay the assessment will result in deactivation of your gate access device(s) and loss of use of all amenities.

**Article VI**

**Use of Amenities and Common Property**

Section 1. **Use of Amenities**

**VIOLATIONS COULD RESULT IN REVOCATION OF PART OR ALL AMENITY PRIVILEGES.** Property Owners, Renters, Lessees and Holders of Contracts for deed may have use of Amenities. All dues and other assessments must be kept current.

A. Present a current CRRA ID or a guest pass with a valid picture identification card when entering the Amenity. **Guest Pass Policy, including the number of passes and any additional fees will be reviewed and determined yearly by the Board of Directors and be posted in the POA office and online prior to May of each year.** (Provide where policy will be housed for further reference through a link and/or actual location.)

B. The use of Amenities will be suspended if dues, assessments/fines are delinquent for any lot owned by multiple lot owner. By way of example, if an owner has three lots the dues and assessments/fines must be current on all three lots to receive gate access devices or guest passes for any of the lots.

C. Property Owners whose account(s) are in good standing will not be allowed to bring delinquent Property Owners into any Amenity.

D. The Property Owner is responsible for the conduct of their family members and their guests while using the Amenities.

E. Users of the Amenities are subject to the CRRA Rules and Regulations as well as the posted Amenities Rules.

Section 2. **Amenities Limitations**

A. The CRRA reserves the right to limit the number of persons (Property Owners and their guests) at each Amenity and to charge a reasonable admission.

B. Reservations are necessary at some Amenities. Property Owners should check with each Amenity to determine the current restrictions, limitations, current charges (if applicable) and if reservations are required.

Section 3. **Destruction of CRRA Common Property**
A. Anyone who willfully destroys CRRA Common Property will be subject to a fine plus cost of repair, restoration or replacement as well as the possible filing of criminal charges. All Property Owners or Contractors doing work in CRRA will be subject to the Architectural Guidelines and possible Damage Claims in accordance with Article II.

Section 4. **Littering, Firearms and Use of Alcohol/Drugs on CRRA Common Property**

A. Anyone who willfully litters Common Property will be subject to a fine plus cost of cleanup.

B. Consumption or possession of alcohol or illegal drugs will not be permitted while on CRRA Common Areas including parks and recreation areas. This prohibition shall not apply to the transporting of legally acquired alcoholic beverages on any CRRA road or private functions held at the Water Tower Conference Center.

C. No Firearms of any kind are allowed in or on CRRA Amenities or Common Property. This prohibition shall not apply to the transporting of legally acquired firearms on any CRRA road.

D. No device which shoots or propels projectiles including, but not limited to BB Guns, airguns, paintball guns, etc. are allowed on Common Property with the exception of water guns.

Section 5. **Renters Use of Amenities**

Renters, Lessees and Holders of contracts for deed must have their ID cards renewed every six (6) months to be able to use the amenities, and will be subject to the rental terms on Article VIII, Section 6.

Section 6. **Use of Common Property Areas**

A. Anyone using or visiting any common property should conduct themselves in an appropriate manner or they will be asked to leave and face revocations of amenity privileges.

B. Failure to leave will result in CRRA calling Law Enforcement for assistance and the possibility of being charged with trespass.

Section 7. **RV and Tent Camping**

A. Tent camping is allowed at CRRA parks: Fishtrap, East Park, and North Park. RV camping only at Fishtrap and Ogden Road RV Park. A CRRA permit is required. Reservations are recommended.

C. Maximum stays are limited to two (2) week intervals separated by two (2) weeks.

D. Ditching to control water around tents is not allowed.

E. Open campfires must be in ringed fire pits. Never leave a fire unattended.
F. Posted Rules at each park are enforced.

G. Any violation of campground rules or activity, which prevents other campers from enjoying their stay will result in the offender(s) being asked to leave and escorted from the property. Failure to leave will result in eviction by the Law Enforcement and possibly being charged with trespass.

H. No fireworks are allowed on any CRRA common property.

Section 8. **CRRA Tubing**

A. Proof of age may be requested.

B. A parent or legal guardian with ID must sign all release forms for anyone under eighteen (18).

C. Children must be five (5) years of age or older; children under fourteen (14) must be accompanied by an adult eighteen (18) years or older.

D. Height limitations may apply for younger children.

E. You must wear a life jacket.

F. Only those persons with a signed release form may ride the bus.

G. All persons tubing must adhere to the posted rules.

Section 9. **Noise and/or Conduct Disturbance on Common Property**

A. Quiet Time will be observed between the hours of 11:00 p.m. until 7:00 a.m.

B. Disorderly conduct for any reason will not be tolerated and may result in Law Enforcement being called.

C. Fireworks are not permitted on any CRRA common property.

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**Article VII**

**Hearings and Appeals**

Section 1. **Hearings**
Any property owner charged with violation(s) of these Rules and Regulations may request a hearing of the charges as set forth in Article VI, Section 2, Paragraph (b) of the CRRA By-Laws, which is repeated here:

If the alleged violator timely challenges the proposed action, the hearing of Directors shall be held in Executive Session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Compliance Committee, if any, or the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice without the consent of the violator), and place of the hearing and an invitation to attend the hearing and produce any settlements, evidence, and witnesses shall be sent to the alleged violator. Proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

Section 2. Appeals

Any property owner not satisfied with the results of the hearing may, within thirty (30) days after the hearing, submit a written request for an appeal before the CRRA board of directors as set forth in Article VI, Section 2, Paragraph (c) of the CRRA By-Laws, which is repeated here:

**Appeal.** If the hearing is held before a Compliance Committee, the violator shall have the right to appeal the decision of the Compliance Committee to the board. To perfect this right, a written notice of appeal must be received by the General Manager, President, or Secretary of the Association with thirty (30) days after the hearing date. The Board of Directors shall set a hearing time and date which shall be not less the ten (10) days from the date of the notice of appeal.

**Article VIII**

**Miscellaneous**

Section 1. Adoption of Rules

A. CRRA Board of Directors shall adopt rules as deemed appropriate by which the operations of the CRRA shall be conducted. Rules adopted by the Board of Directors must be consistent with the By-Laws of the CRRA and the Original Covenants.

B. A rule alteration, addition or deletion may be proposed by any property owner of the CRRA. Recommendations for the rule changes shall be submitted in writing to the President of the CRRA Board of Directors. Refer to the CRRA By-Laws for additional information.
C. If the rule proposal is approved for further consideration, the final wording of the rule must be approved by a 2/3 vote of the Board of Directors 60 days after the proposal was submitted in Open Session. During the 60 day interim, in addition to informational membership meetings, information will be provided by the Association to Property Owners for their comments using any or all of the following methods:

- U.S Postal Service mail,
- telephone,
- email,
- website posting,
- the newsletter

As a result, modifications may be made by the Board of Directors prior to the final wording. The final wording of the Rule proposal is approved shall become a part of the official CRRA Rules and Regulations immediately unless otherwise stated in the proposal.

D. In emergency situations, the CRRA Board of Directors may waive the 60 days interim before adopting a proposed rule alteration, addition or deletion.

Section 2. Solicitation of Property Owners

Solicitation(s), on CRRA property, of CRRA Property Owners or Employees, in any form or fashion, by any organization, company, or individual, is prohibited unless prior approval is obtained from the CRRA Board of Directors. Repeat offenders may lose their gate access device(s), be denied entry to the CRRA for ninety (90) days, or be charged with criminal trespass.

Section 3. Additional Enforcement Rights

Property owners who fail to adhere to the Covenants, By Laws and Rules & Regulations will be subject to the Self-Help provisions as described in the CRRA By-Laws, Article VI, Section 3.

Section 4. Administration Fee for Rental Properties

By authority of the By-Laws of CRRA (Article II, Section 8, Paragraphs i and v), an administration fee will be charged for every rental/lease, contract for deed property each and every time a new rental/lease/contract is established. This will apply to both short-term and long-term arrangements, regardless of the duration. The fee Charges will be established by the Board of Directors and will change from time-to-time. The amount will be available in the CRRA office.

Any time there is a change in the renter/lessee or contract holder of a property; the administration fee will be due and payable. Any and all unpaid fees will have the same effect as unpaid dues/assessments and could result in the loss of privileges and/or liens being placed upon the property.

At the discretion of the General Manager or his designee, certain properties due to the high volume of activity, may be required to maintain a reasonable positive account balance where the administration fees can be deducted as necessary. Management will determine the minimum and maximum amounts for such an account, based upon projections of use for any one property.
For the purposes of the rule, a rental/lease or contract for deed will be any occasion, regardless of the amount of time, where a person or persons who is not the owner of the property or an immediate family member, will be allowed to stay at the property for any duration of time for any consideration, whether monetary or non-monetary.

Article IX

Eagle’s Mountain Resort Campsite/Campground

The following Rules and Regulations are in addition to the previously stated Rules and Regulations in Articles I through VIII.

Preamble

On or about March 20, 2010 the Coosawattee River Resort Association, Inc. (“Coosawattee”) Board of Directors (the “Board”) voted to file with the Gilmer County Courts a “Notice of Extinguishment by Abandonment” with respect to the first sentence Article 17 of the Third Supplemental Declaration of Covenants, Conditions and Restrictions for Eagle’s Mountain Resort, Inc. Filing of the Notice opened the door to construction of structures in the Eagle’s Mountain Resort Campground, subject to any other applicable covenants and Gilmer County Ordinances. The Third Supplemental states in Article 19, “Except where inconsistent with Article 16, 17, 18 and 19 herein, all campsite lots platted in accordance with Article 16, above, shall by fully subject to each and every other provision of the Declaration.” Therefore, any construction in the Eagle’s Mountain Resort campground is subject to review by the Architectural Review Committee (“ARC”) as well as minimum setback requirements established in Article 7. However, the ARC may grant setback variances pursuant to Article 7. Also, Gilmer County has setback variance procedures in place. In order to facilitate aesthetically pleasing, safe construction; these rules and regulations establish parameters for the use of the campsite lots which must be complied with by the Eagle’s Mountain Resort Campground owners, their guests, and tenants.

The authority for these Rules and Regulations in the Eagle’s Mountain Resort Campground is located in the Third Supplemental. The Third Supplemental Declaration of Covenants, Conditions and Restrictions for Eagle’s Mountain Resort, Inc. Article 18 state that the “Use of the campsite lots shall be subject to the reasonable rules and regulations of the POA.” Emphasis added. These Campsite/Campground Rules and Regulations are enacted in addition to, and not in replacement of, the Rules and Regulations of the Coosawattee River Resort Association, Inc. having an effective date of January 27, 2007, and as amended thereafter.

Section 1. Definitions

“Composite Material” means composite wood like product made of a unique combination of wood and plastic fibers or a combination of concrete or cement and fiberboard. Common examples include, but are not limited to, Trex and CorrectDeck.

“Deck” is an open air, roofless structure.

“Dog Run” is a gated and locked enclosed area of space where a dog can stay without a leash. The Dog Run can be made of chain link fencing or other materials approved for Fences herein. The Dog Run can be no larger than 200 sq. ft.

“Earth Tone” means any of various soft, warm, muted colors like those naturally occurring in nature and found in soil and vegetation, including, but not limited to, tan, beige, brown, green, reddish brown.
“Fence” is a barrier enclosing an area or separating an area, typically consisting of Wood or Composite Material. A fence does not have to be impenetrable.

“Finished” means stained, painted, or otherwise weatherproofed with a weatherproof material. Only Earth Tone colored stains and paints are permitted. Any color other than an Earth Tone will be required to be painted or stained over with an Earth Tone or completely removed.

“Four Season Room” is a roofed and walled structure protected on all sides from rain, snow, wind, and other elements. A Four Season Room does not need to have electricity, heating, cooling, or water but merely provides shelter from the weather. Four Season rooms are strictly prohibited in the Eagle’s Mountain Resort Campground.

“Gazebo” is an open air structure with posts or beams and a roof and is not intended for sheltering Recreational Vehicles or to be used as a residential living space.

“Parking Pad” is a paved outdoor area made of concrete, brick, individual pavers, or asphalt used to park a vehicle upon, including Recreational Vehicles.

“Patio” is a roofless paved outdoor area made of concrete, brick, individual pavers, or asphalt and used primarily for recreational purposes not for parking vehicles upon. A Patio is flush with the ground surface or does not rise above more than four (4”) inches.

“Porch” is a roof covered structure adjacent to, meaning no more than 6” from the entrance to a Recreational Vehicle or the space to be occupied by a Recreational Vehicle. A Porch is raised above the ground surface at least two (2”) inches.

“Recreational Vehicle” includes motor homes, conversion homes, campers, fifth wheel trailers, travel trailers, truck campers, and pop-up trailers as approved by RVIA. Converted passenger buses are not Recreational Vehicles and are specifically prohibited from entering the Eagles’ Mountain Resort Campground pursuant to the Declaration of Covenants, Conditions, and Restrictions.

“Roof-Cap” is a structure consisting of a roof constructed on and attached directly to the top of the RV with no visible supports extending below the top of the RV and the roof material extending out beyond the top of the RV no more than 16 inches on any side or beyond the top of any pullout. The Roof-Cap covers the top of a Recreational Vehicle.

“Roof-over” is a structure consisting of posts and beams and a roof with no solid walls. The Roof-Over covers the top of a Recreational Vehicle.

“Record Owner” is the person who holds title to the Eagle’s Mountain Resort Campground Lot as evidenced by the most recently recorded deed in the Gilmer County Superior Court Land Records.

“Recreational Vehicle Cover” means a fitted polypropylene cover, or similar material, manufactured specifically and exclusively for the purpose of covering and protecting a Recreational Vehicle.

“Screen Room” is a Porch with a fine wire netting used to keep out insects and wildlife. There shall be no solid walls; only railings, banisters, spindles and flooring.
“Setback” is an area adjacent to a property line where structures are prohibited.

“Storage Building” is a simple roofed and walled structure used for storage of equipment, materials and other miscellaneous items. Storage Buildings shall not have working electricity, plumbing, or HVAC component parts. Storage Buildings shall not exceed a maximum peak height of fourteen (14’) feet from floor level. Storage Buildings shall not be inhabited by humans or animals.

“Wood” means wood commonly used for building or construction purposes such as decking, siding, fencing, etc

Section 2. **Construction Permit Procedures**

Eagle’s Mountain Resort Campground Record Owners who desire to construct ANYTHING upon their Eagle’s Mountain Campground Lot should first consult with the Coosawattee Roads and Grounds Department at 706-276-1060 ext.237 and the Gilmer County Department of Planning and Zoning at 706-635-3406 to discuss the necessity for a permit and a setback variance.

A. Record Owners must obtain and complete an application for a Coosawattee ARC building permit at the Roads and Grounds Department.

B. The ARC building permit -
   1. The application shall include a survey or plat of the lot with the proposed construction positioned within 11” of its actual location where it is to be constructed. Surveys are more accurate than plats with hand-drawn schematics so hand-drawn schematics on plats will require a sworn written statement as to the exact location of the proposed construction.
   2. The application shall also include construction plans listing the dimensions of the object to be constructed, the materials used (including all surface materials and fasteners), and any finishing materials, such as paint, stain, finish, etc…
   3. The application shall also include a list of all contractors and sub-contractors who will be working on the project. The Record Owner shall provide the name, address and phone number of all contractors and sub-contractors for admission through the gated entrances.
   4. See Impact fee Chart (included in package) for fees.
   5. Any change to the original construction plans, once approved by the ARC, shall be submitted to the ARC for review and approval. There is no additional fee for submitting a change order application. Review and approval of the change order is subject to the Declaration of Covenants, Conditions and Restrictions, the By-Laws and these Rules and Regulations.
   6. Coosawattee building permits for the Eagle’s Mountain Campground shall be for six (6) months from the date on the Coosawattee building permit. If construction is not complete within the six months then the Record Owner may apply for one six month extension for a fee of $25.00. All construction in the Eagle’s Mountain Campground must be completed within one year of the date on the Coosawattee building permit.

C. The ARC setback variance application -
   1. The application for a Setback variance shall include a survey or plat showing the location of the proposed construction.
   2. Failure to obtain a variance approval for a Setback prior to construction will result in a fine of up to One Thousand ($1,000.00) Dollars per foot (of each foot the structure intrudes into the Setback) and removal of the structure by the Record Owner.
3. Coosawattee will notify in writing all adjacent Record Owners and all Record Owners directly across the street from the subject lot of the plans for construction and the request for a Setback variance. Those notified Record Owners will have ten (10) days from the date of the notification to file a written objection or approval of the Setback variance request.

4. The ARC will review the Setback variance request, construction plans and any feedback from notified Record Owners during the application process. The ARC has thirty (30) days from the date of the application to approve or deny the project pursuant to Article 3 of the Eagle’s Mountain Resort Declaration of Covenants, Conditions and Restrictions.

5. Setbacks will never be less than three (3’) feet from all property lines even with the approval of a variance.

D. The second step is to obtain and complete an application for a Gilmer County building permit and variance application from the Department of Planning and Zoning.

Section 3. **Campground Lot Use Rules and Regulations**

A. Fences
1. Fences do not require a Coosawattee building permit or a Gilmer County building permit.
2. Fences do not require a Coosawattee Setback variance or a Gilmer County Setback variance.
3. Only Finished Wood and Composite Material fences are permitted.
4. No fence may exceed six feet six inches (6’6”) in height from the land when installed.
5. Only privacy fences, split rail fences, and picket fences are permitted on Eagle’s Mountain Resort Campground Lots.
6. Wire, metal, and chain link fences are strictly prohibited in the Eagle’s Mountain Resort Campground Lots.
7. Dog Runs are specifically permitted as they are defined herein. Dog Runs do not require a Coosawattee building permit or variance nor do they require a Gilmer County building permit or variance.

B. Storage Buildings
1. Coosawattee requires permits for all Storage Buildings; please contact the Coosawattee Roads and Grounds Department to determine if a setback variance is required.
2. Gilmer County requires permits for some Storage Buildings; please contact the Gilmer County Department of Planning and Zoning to determine if a permit or Setback variance is required.
3. Only one Storage Building per lot is allowed.
4. The Storage Building shall not exceed two hundred (200) square feet in size and shall not exceed a maximum peak height of fourteen (14’) feet from floor level.
5. The Storage Building shall be made of Finished Wood or be an all-in-one “kit” made of metal, vinyl or wood.
6. The all Wood Storage Building shall be constructed entirely of Finished Wood, except for the roof which shall be shingled or metal.

C. Roof-Cap
1. CRRA Requires permits for ALL Roof-Caps. Please contact Roads and Grounds Department to obtain a permit.
2. Gilmer County does not require permits for Roof-Caps.
3. The Roof-Cap Structure shall be constructed entirely of wood except for the roof which shall be shingled or metal.
4. Eaves should extend no more than 16 inches from the edge of the camper.
5. Roof-Caps are attached directly to the camper – **NO SUPPORTS TO THE GROUND.**

D. **Decks**
   1. Coosawattee requires permits for **ALL** Decks; please contact the Roads and Grounds Department to obtain a permit and Setback variance.
   2. Gilmer County requires permits for **ALL** Decks; please contact the Gilmer County Department of Planning and Zoning to obtain a permit and Setback variance.
   3. The Deck shall be constructed of Finished Wood, Composite Material, cedar, redwood or cypress.
   4. The Deck cannot be attached to the Recreational Vehicle.

E. **Roof-Overs**
   1. Coosawattee requires permits for **ALL** Roof-Overs; please contact the Roads and Grounds Department to obtain a permit and Setback variance.
   2. Gilmer County requires permits for **ALL** Roof-Overs; please contact the Gilmer County Department of Planning and Zoning to obtain a permit and Setback variance.
   3. The Roof-Over structure, including, but not limited to, the posts, beams, and trusses, shall be constructed entirely of Wood, except for the roof which shall be shingled or metal.
   4. There shall be no more than one (1) Roof-Over per lot.

G. **Parking Pads**
   1. Parking Pads do not require a Coosawattee building permit or a Gilmer County building permit.
   2. Parking Pads do not require a Coosawattee Setback variance or a Gilmer County Setback variance.
   3. The Parking Pad shall be made of concrete, brick, individual pavers, or asphalt.

H. **Patios**
   1. Patios do not require a Coosawattee building permit or a Gilmer County building permit.
   2. Patios do not require a Coosawattee Setback variance or a Gilmer County Setback variance.
   3. Patios shall be made of concrete, brick, individual pavers, or asphalt.

I. **Porches**
   1. Coosawattee requires permits for **ALL** Porches; please contact the Roads and Grounds Department to obtain a permit and Setback variance.
   2. Gilmer County requires permits for **ALL** Porches; please contact the Gilmer County Department of Planning and Zoning to obtain a permit and Setback variance.
   3. The Porch shall be made of Wood or Composite Material.
   4. The Porch must be adjacent to, meaning no more than 6” from the Recreational Vehicle or the space to be occupied by the Recreational Vehicle.
   5. The Porch shall be finished, unless it is made of Composite Material, cedar, redwood or cypress.
   6. The Porch roof shall be shingled or metal.

J. **Gazebo**
   1. Coosawattee requires permits for **all** Gazebos; please contact the Coosawattee Roads and Grounds Department to obtain a permit and Setback variance.
   2. Gilmer County requires permits for **some** Gazebos; please contact the Gilmer County Department of Planning and Zoning to determine if a permit or Setback variance is required.
3. There shall be no more than one (1) Gazebo per lot and it shall not exceed 150 square feet in size.
4. The Gazebo shall be constructed of Wood or Composite Material.
5. The Gazebo shall be Finished, unless it is made of Composite Material, cedar, redwood or cypress.
6. The Gazebo roof shall be shingled or metal.

K. Screen Room
1. Coosawattee requires permits for ALL Screen Rooms; please contact the Roads and Grounds Department to obtain a permit and Setback variance.
2. Gilmer County requires permits for ALL Screen Rooms; please contact the Gilmer County Department of Planning and Zoning to obtain a permit and Setback variance.
3. No permits are required from Gilmer County or Coosawattee to hang screen on an already existing Porch.
4. There shall be no more than one (1) Screen Room per lot.
5. The Screen Room shall be made of Finished Wood or Composite Material, cedar, redwood or cypress.
6. The Screen Room roof shall be shingled or metal.
7. The Screen Room screening shall be a metal wire, fiberglass, or other synthetic fiber mesh.
8. Hanging of plastic sheeting is strictly prohibited.

L. Four-Season Room
Four-Season Rooms are strictly prohibited in the Eagle’s Mountain Resort Campground by the Gilmer County Ordinances and this type of room will not be able to obtain the proper Gilmer County permits.

Section 4. Recreational Vehicles
A. Restrictions on Recreational Vehicles
1. Only one (1) Recreational Vehicle meeting the Recreational Vehicle Industry Association (“RVIA”) standards is permitted upon each lot.
2. Converted passenger buses are not Recreational Vehicles and are specifically prohibited from entering the Eagles’ Mountain Resort Campground pursuant to the Declaration of Covenants, Conditions, and Restrictions.
3. Recreational Vehicles shall be a maximum of 8’ wide x 42’ long, excluding slide outs and extensions.
4. Recreational Vehicles entering the Eagle’s Mountain Resort Campground must be no more than 15 years old.
5. Recreational Vehicles entering the Eagle’s Mountain Resort Campground must be properly registered and titled according to Georgia Law.
6. Recreational Vehicles are strictly prohibited from connecting directly to the electrical fuse box.
7. Recreational Vehicles may be covered indefinitely with a Recreational Vehicle Cover so long as the Recreational Vehicle Cover does not develop any holes or become otherwise unsightly from one of the following factors, including, but not limited to, growth of mold, graffiti, or dirt.
8. Tarps and plastic sheeting will not be permitted to cover a Recreational Vehicle except for emergency situations and then only for a maximum of fourteen (14) days. Proper repairs must be made to the Recreational Vehicle so that the tarp or plastic sheeting may be removed before the fourteen (14) days expires.
B. Restrictions on Occupants of Recreational Vehicles

1. All tenants of Record Owners of Eagle’s Mountain Resort Campground Lots must register with the Coosawattee River Resort Association, Inc. Property Owner’s Association Office located at 634 Beaver Lake Drive, Ellijay, Georgia 30540. Registration can be accomplished by contacting the Coosawattee property owners’ association office at 706-276-1060. All guests must comply with the published gate access policies of Coosawattee in effect.

2. Anyone not listed as an official guest or tenant of an Eagle’s Mountain Resort Campground Record Owner may be requested to leave the Coosawattee River Resort or be removed by the Gilmer County Sheriff for trespass.

Section 5. The Eagle’s Mountain Resort Campground Lots

A. It is strictly prohibited to discharge gray water (from sinks and washing machines) and discharge black water (sewage) onto or into the ground or surface streams. Any improper discharge of gray or black water will immediately be reported to the Gilmer County Department of Environmental Health.

B. Coosawattee River Resort Association, Inc. owns the lots upon which the septic systems are located. The systems are the mutual responsibility of each of the Record Owners connected to each septic system. Therefore, should repairs or pumping be necessary for any one septic system, each of the Record Owners shall share equally in the cost of said repairs or pumping. Coosawattee, as the Record Owner of the lot where the septic systems are located, will order the repairs or pumping as needed and distribute a copy of the original bill for the repairs or pumping along with a prorated portion of the bill that is each Record Owner’s responsibility. Coosawattee reserves the right to, at any time, with or without notice to the Record Owner, completely shut down any and all of the septic systems in the Eagle’s Mountain Resort Campground should it be ordered to do so by any government agency, including, but not limited to, the Georgia Department of Environmental Health. Failure by a Record Owner to pay his or her share of the repair or pumping bill may result in legal action (if approved by the Coosawattee Board of Directors) if the bill remains unpaid for a period of thirty (30) days or more.

Section 6. Violations of these Rules and Regulations

A. Violations of these Rules and Regulations will result in a warning letter being mailed to the Record Owner of the Campground Lot via certified mail and first class mail. Tenants and/or occupants of the lot will receive notice of violations in addition to the Record Owner. Record Owners will have ten (10) days from the date of mailing the warning letter to correct the violation or Coosawattee will issue a $50.00 citation to be handled by the Compliance Committee pursuant to the Coosawattee By-Laws. In addition, if the violation is not corrected within ten (10) days from the date of mailing the warning letter, Coosawattee will contact the Gilmer County Department of Planning and Zoning to investigate any claims Gilmer County may have against said Record Owner.

B. Violations of these Rules and Regulations not corrected within the ten (10) day mailing of the warning letter in addition to the fine of $50.00 levied upon their account shall also have a daily fines of $25.00, which will accrue starting with the eleventh (11th) day for as long as the violation continues.

C. For Rules and Regulations enforcement procedures please see the Coosawattee By-Laws Article VI Rule Making and Enforcement et seq.

D. Please note that Gilmer County has separate and distinct enforcement procedures and obligations which are not elaborated upon herein as they are controlled by Gilmer County Ordinances.

Section 7. Renting a Camping Lot
A. Property Owners, Renters, Lessees and Holders of Contracts for Deed who rent/lease their camping lot are required to pay a CRRA administration rental fee per Article VIII, Section 7.

**Violation Schedule of Specific Assessments**

All Common Property Damage Violations are subject to damage reimbursements to CRRA. Self-help costs will be assessed to Property Owner. This specific assessment schedule applies to CRRA property owners and to their guests where indicated.

Additionally, Daily Fines may be assessed as deemed necessary by the Compliance Committee or the CRRA Board of Directors.

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<th>Article Section</th>
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<td>Unapproved Culverts</td>
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<td>Incorrect Setbacks</td>
<td>Up to $25,000</td>
<td>Per Covenants. In addition to fines, legal action to remove structure is also a remedy that may be taken.</td>
</tr>
<tr>
<td>II/6C</td>
<td>Damage to Common Property / Areas</td>
<td>Stop Work Order</td>
<td>$500</td>
</tr>
<tr>
<td>Article Section</td>
<td>Description</td>
<td>Violation</td>
<td>Remarks</td>
</tr>
<tr>
<td>II/7</td>
<td>No Explosion Permit</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>III</td>
<td>Parking of Vehicles</td>
<td>Warning</td>
<td>$50</td>
</tr>
<tr>
<td>III/1D V/1A</td>
<td>Expired License Plate Junk Vehicle</td>
<td>$100</td>
<td>$200</td>
</tr>
<tr>
<td>III/1E</td>
<td>Construction Equipment with non rubber tires</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>IV/5</td>
<td>Improper Gate Entry or Exit</td>
<td>$100</td>
<td>$250</td>
</tr>
<tr>
<td>IV/1C &amp; IV/5</td>
<td>Improper Use of Gate Access Devices</td>
<td>$25</td>
<td>$50</td>
</tr>
<tr>
<td>V/1</td>
<td>Moving Vehicle Violation</td>
<td>$50</td>
<td>$150</td>
</tr>
<tr>
<td>VI</td>
<td>Improper Use of Amenities</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>VI/7 IX/2</td>
<td>Improper Tent Camping</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>I/6 VI/9</td>
<td>Noise/Conduct Disturbance</td>
<td>Warning</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Violation</td>
<td>Fine 1</td>
<td>Fine 2</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>VI/3,4</td>
<td>Destruction/Littering</td>
<td>$150</td>
<td>$250</td>
</tr>
<tr>
<td>VIII/3</td>
<td>Solicitation</td>
<td>$100</td>
<td>$200</td>
</tr>
<tr>
<td>VIII/4</td>
<td>Alcohol or Drugs</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>VIII/6</td>
<td>Administration Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IX6</td>
<td>Any other Violation Not Previously Covered</td>
<td>$50</td>
<td>$100</td>
</tr>
</tbody>
</table>

Board Approved, **June 13, 2009 10/20/2012**
Effective on **June 15, 2009 01/01/2013**