## COMMUNITY RULES FOR GREAT SKY RV PARK LAKE WEDOWEE

Revised February 4, 2024

We know most RV'ers to be some of the most helpful, honest, and kind people in the world with good common sense, most needing no written rules as they already honor the welfare and rights of others. These rules are to guide those who may not be as familiar with RV park life and to ensure there is a written standard to fall back on in the event of conflict. These rules are for health, cleanliness, legality and welfare of all. Thank you for helping to keep this Park enjoyable for yourself and the others around you. We sincerely hope you enjoy your stay here.

Note: We reserve the right to make changes to the rules, regulations and fees that we deem necessary. We cannot emphasize strongly enough, the necessity of each tenant's conformance with the rules. Your cooperation will make this park a better and neater place for you and your neighbors to live.

Please note these rules are applicable to the tenants, guests, and visitors to Great Sky RV Park Lake Wedowee, located at 1600 Mt. Pleasant Road, Wedowee Alabama, owned and operated by Great Sky RV Park Wedowee LLC. These rules are subject to change without notice and may be updated from time to time at the owner's discretion per applicable laws of the State of Alabama. No rule or rules shall exempt or override State or Federal Law or terms of the lease.

Tenants understand that the Park is a recreational vehicle park and not a mobile home park. It is designed for recreation/camping only.

# **Emergencies and Safety Issues**

FIRE - 911- Or (256) 357-2125 (Wedowee Fire Department)

EMS - 911- Or (256) 357-2222 (Southern Ambulance Service)

POLICE – 911 Or (256) 357-2121 (Wedowee Police Station)

SHERIFF – 911 Or (256) 357-4545 (Randolph County Sheriff's department)

## **REPORTING NON EMERGENCY CONCERNS:**

Owner – Sean Murphy – 256-419-5646 and murphy@greatskyrv.com

## Article I. Conduct

## Section 1.01 Residency, Visitors, and Occupation

- (a) All lessees and their guests, <u>regardless of term of their lease</u>, are subject to Alabama House Bill HB555 (*Recreational vehicle parks, duty of law enforcement to remove illegal guests upon operator's request further provided for, Sec. 35-15-30 am'd).* which says a park lessee or guest can be removed by local police for cause.
- (b) Guest tent or RV camping is not allowed on any leased site within the park.
- (c) Visitors to each campsite are limited to small groups. The Park will have discretion to requests any guest leave the park if groups become too large and is causing a disturbance in the park.
- (d) Tenants are responsible for the conduct of their visitors, and are responsible for making them aware of Park rules.
- (e) All recreational vehicles (RVs) must be pre-approved by the owner/The Park prior to leasing documents being signed. Evidence of the RV's age and current digital photos must be provided.
- (f) Only one RV is permitted per site. Only road ready Recreational Vehicles (RVs) and Park Model RVs are allowed.
- (g) The park is an RV park and tiny homes, and alternative RVs such as converted vehicles are not allowed. The size, construction, and class of your vehicle must meet the definition standards for any State of Alabama laws, Alabama DOT requirements, and HUD guidelines.

#### Section 1.02 Quiet Time

- (a) Except for holidays and weekends, quite time is from 9:00 pm to 8:00 am the following day. All times are local Alabama time.
- (b) During weekends (Friday thru Sunday evening) quite time is from 10:00 pm to 8:00 am except for the following weekends:
- (c) During Memorial Day, Labor Day, And July 4th Weekends and on July 4<sup>th</sup>, quite time begins at 11:00 pm
- (d) During New Year's Eve quite time starts 30 minutes after midnight.

## Section 1.03 Loud, Obnoxious, or Offensive Behavior

(a) Public drunkenness, disorderly conduct (especially in the presence of minors), making threats, abusive language, violent behavior or any physical altercation is not permitted.

- (b) Loud speakers, radios, or any form of broadcast sound that can be heard more than 200' away is prohibited (except for scheduled events sponsored or approved by the the Park). Use of outdoor speakers, TV's, etc. should be minimalized to times of the day where your neighbors will not be significantly impacted. After quite time no outdoor speakers shall be used.
- (c) Smokers; Smoking, although allowed, is strongly discouraged in the park due to the open and outdoor nature of the park and close proximity of sites. Cigarette butts may not be discarded on the ground in the park and are a serious fire hazard. Smoking is not permitted at ANY park amenity area or on the dock. Smoking of any cigars in the park is not allowed under any circumstances. Residents and guests should not smoke on their decks or porches if the wind will blow their smoke onto the decks and porches of other occupied adjacent sites. Please advise your guests accordingly.
- (d) The assigned campground host/s shall have the final say as to what constitutes music that is too loud or behavior that has crossed the line.
- (e) Self-performance of maintenance or repairs on your own private boats or boat motors is only allowed in the boat storage area and noise is to be minimalized between 9am and 6pm only.
- (f) Gatherings at a single site involving the residents of that site and outside guests may not exceed twelve (12) total people without special pre-approval of he Park requested at least two weeks in advance of the anticipated gathering. Note this rule does not apply to gatherings of multiple residents from several different sites.
- (g) Vehicles that are significantly louder that standard factory automobiles are prohibited within the park. Examples include cars or trucks with non-factory exhaust pipes, loud motor cycles, etc.

# Section 1.04 Children (under 18)

- (a) Parents are responsible for all children under 18, no exceptions. No children under 16 may be left alone or un-supervised in the campground for any length of time. A parent must be on site.
- (b) Children under 10 must be accompanied by an adult at the dock, along the waterfront, at any pond, or active fire pits.
- (c) See vehicular rules for children and carts/bikes.

#### Section 1.05 Criminal Offenses, Rowdiness, Loud, Violent, and Obnoxious Behavior

- (a) All Local, State and Federal laws are applicable to all persons on the premises at all times.
- (b) Theft or vandalization of neighbor's or the Park's property is grounds for immediate termination of the lease. Vandalism in any form will not be permitted.

- (c) Violence of any kind involving fighting, battery or physical threats of violence against another is grounds for immediate termination of the lease and removal from the property.
- (d) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage nor facilitate any criminal activity, including drug-related criminal activity, on or near the said premises, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- (e) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions above shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- (f) Objectionable conduct of any kind or violation of any park rule or anyone causing a disturbance may be immediately be asked to leave the premises and depending on the nature of the infraction may forfeit all remaining rents.
- (g) If in the event a resident or tenant has violated the law in a serious manner, has intentionally damaged private property, or has threatened another resident with physical harm they will be immediately be asked to leave the premises. They or their assignee may return, only with approval of the Park, and only to collect their belongings, vehicles, and their RV and will forfeit all fees and rents for any remaining term.
- (h) Management reserves the right to evict or refuse entry to any person who has evidenced a disregard for the rules without a refund. Guests and their visitors use the site at their own risk.

#### Section 1.06 Soliciting

(a) No soliciting of any commercial activity. Exception to this rule is any typical home and digitally based business occupation that does not involve employees or customers coming to the park nor the manufacture of any goods on site.

#### Section 1.07 Vehicle Use

- (a) Bicycles including mountain bikes are allowed within the park. Bicycles used after sunset shall have lights and reflectors. Bicycles may be used on the trails only by children 16 and under. The speed of bicycles on trails shall be maintained under 5mph.
- (b) No four-wheelers, "Side-by-sides" nor any recreational vehicle propelled by combustion engine shall be operated in the park except by the park's manager or the Park for maintenance uses or by an approved contractor while in use as part of performing work.

- (c) Electric powered golf carts or electric bikes are permissible as long as they are kept in good working and aesthetic order and have a valid park registration. Aged looking or damaged carts are not permitted.
- (d) All carts or electric bikes used at night must have working lights including head lights, running lights, and break lights.
- (e) All carts must obtain a valid cart decal to be stored and driven on the premises. To obtain the decal see the property manager or the Park and fill out the required application.

  Submit the application along with a photo of the front and back of the cart for approval.
- (f) The speed limit in the park on all roads is 5mph, no exceptions. Failure to follow the speed limits may result in revocation of the privilege to keep a cart on the premises.
- (g) Golf carts may not be driven by anyone under the age of 12 under any circumstances. Adolescents from 12-15 may drive golf cart ONLY when there is a responsible adult <u>in the cart with them at all times</u>. No motorized automobile shall be driven through the park by anyone under the age of 16, or without a full driver's license, no exceptions.
- (h) Violation of cart rules will void the privilege to keep a cart on the premises.

# Article II. Animal Care & Respect

#### Section 2.01 Pets

- (a) No animals other than dogs or cats may be kept as pets inside the park.
- (b) No animals may be released into the property including turtles, mice, snakes, etc.
- (c) No animals may be kept outside except as follows; Any pet that is outside must be on a leash and be in the process of being walked or in a fully enclosed space such as a deck with railing and gate. Pets may not be crated, pinned, cabled, or chained and left outside.
- (d) Owner's must clean up after their own pets. Pet waste must be picked up 100% of the time inside the park including on the trails.
- (e) Dogs left unattended that bark persistently WILL BE grounds for termination of the lease if they are not removed from the park. All dogs must be well-behaved and may not bark frequently.
- (f) Any and all dogs or cats visiting or kept in the park must have all standard immunizations and shots and proof of such must be available on demand of the Park.
- (g) Medium and larger breeds of dogs are not permitted except as follows: Any dog over 65lbs regardless of breed is not allowed without a waiver from management.
- (h) Any dog with any history of having bitten someone may not be kept in the campground. No exceptions.
- (i) Dogs placed into the dog park (if applicable) must be well socialized and play well with other dogs. If you dog is sensitive or senior and does not play well with others you must not use the dog park or take your dog out if other dogs, come in. You must observe all dog park rules (See sign in the dog park).

#### Section 2.02 Native Animals

- (a) All native animals are to be left alone.
- (b) Exception; may leave seed out for animals such as birds and small mammals.
- (c) Any and all snakes are to be left alone except when clearly identified as poisonous and located within 50' of an occupied site.
  - (i) NOTE: Blue indigo snakes have been seen on this property and are endangered. They eat poisonous snakes and are protected by federal law.
- (d) No animals shall be shot or hunted on the property unless it is specifically approved by the Park due to a nuisance or threat to the residents and visitors.

# Article III. Fireworks, Weapons, and Firearms

#### Section 3.01 Fireworks

- (a) No fireworks may be used on any site within the campground at any time due to forest fire hazards. There are no exceptions and violations should be reported to the on-site host.
- (b) Fireworks may not be used on the public roads fronting our site, dock/s, or in any amenity area.
- (c) If you or your guests launch any fireworks near or inside the campground and it leads to a forest fire, you and or your guests will be held personally responsible for any and all damages to the full extent of the law.

## Section 3.02 Firearms and Other Weapons

- (a) No firearms, bows, large (non-kitchen) knives, swords, or similar weapons are allowed outside of a person's personal vehicle, RV, or Camper within the park except for transit from one to the other.
- (b) Brandishing a fire arm in a dispute with a neighbor or visitor within the campground is grounds for immediate termination of the lease and removal from the site.
- (c) Discharge of any firearm inside the site for any reason other than self-defense is grounds for immediate termination of the lease and removal from the site. Note: Finding a snake on the campground property is not grounds to discharge a fire arm.
- (d) Brandishing a weapon of any kind in a dispute within the campground is grounds for immediate termination of the lease and removal from the site at the discretion of the owner/The Park.

## Article IV. Lot Restrictions

#### Section 4.01 Camper Age and Condition

(a) No camper over 15 years old may be moved into the campground without permission.

- An appeal may be made for older campers if they are in great shape and not showing signs of age or obvious wear. The Park has the final say.
- (b) An appeal may be made for certain "Vintage" style campers that are truly unique and restored professionally to high standards. Example and re-outfitted Airstream. Subject to approval by the Park.
- (c) All RVs must be properly titled and tagged with up-to-date tags.
- (d) No RV that has fallen into disrepair, leaks, or is visibly damaged can remain on site.
- (e) Wheels may not be removed but may be covered with skirting.

## Section 4.02 Add-On's, Improvements, and Construction

(a) No improvements that require placement onto the Park's property may be made without the express written permission of the Park and once constructed shall not be removed or modified significantly without permission. This includes installed decks, roofs, paving, gravel, sheds, and plants, etc.

#### (b) Plants -

- (i) Plants may be placed around the site in pots only, unless otherwise approved by the Park. All potted plants must remain in their pots and not spread through roots out of the container.
- (ii) Plants may be permanently planted in the ground ONLY if approved by the Park for the location and species, and only if selected from the approved list of native and non-invasive plants.
- (iii) Plants installed by the tenant must be maintained by the tenant. If plants are planted in the ground with approval but are then allowed to become too large or infringe on the views of others they may be removed or pruned as needed by the Park without notice.

#### (c) Pavement, Gravel, and Mulches-

- (i) Lessors may not place any pavements other than matching gravel, asphalt millings, or mulch from the approved local quarry without prior approval of the Park.
- (ii) Pavement is not generally desired unless there is a special condition such as a physical impairment or disability that required the use of a wheel chair. All pavement requires approval.
- (iii) All approved pavements shall be installed professionally using quality materials and workmanship.
- (iv) No artificial mulch made from rubber or plastic may be used in the park.
- (v) Mulches must be organic and made from bark, shredded wood, or pinestraw. All mulch must compliment other mulches used on site. Pinestraw and shredded hardwood mulch (no color added) is pre-approved for use on your site landscaping along with mini-pine nuggets (bark) for use in pots and annual flower beds.

## (d) Lighting and electrical

- (i) No permanent hard wiring from the meter base or power pedestal is allowed without prior approval from the Park. No modification of the power pedestal or service power connections are allowed without written permission.
- (ii) All lighting and electrical for the deck areas (if so added) shall be accomplished via outdoor rated extension cord connections, solar lights, or battery lights.

- (iii) Other than minimal safety lighting for steps and doorways, private outdoor lighting or lights shall be turned off after quite time. The use of small marker lights to illuminate pathways and step lights for safety is allowed.
- (iv) String lights and decorative lighting other than low level pathway lighting shall not be left on all night.
- (v) Motion based security and deck area lighting may be provided so long as it is not directed into the windows of neighboring units.
- (vi) No flashing or color changing lights that rapidly changes colors are allowed at any time.

#### (e) Fire Pits -

- (i) Fires shall be limited to purpose-built fire pits and chimineas located in approved locations or in community fire pits only.
- (ii) All outdoor fire pits and fire burning devices such as chimineas or gas fire heaters shall be approved by the Park for location and material make up/size prior to purchase or installation.
- (iii) Fire burning devices placed on decks must have screens, be set on a metal plate/pan, and have no plants, furniture, or combustible material within 10' horizontally or 10' vertically above the unit except for when furniture is occupied.
- (iv) Any lessee wanting to have a fire pit, or outdoor fire of any type **must keep on site** a certified and current Class ABC Fire Extinguisher **10A:80B:C rating. (20lbs)**
- (v) To avoid infestation of the local forest by invasive insects all fire wood must come from local sources which is limited to the approved community fire wood vendor. Firewood can be ordered monthly or annually through the Park for a fee and will be delivered to your site pre-cut.
- (vi) Fire wood may be collected on site only from downed materials. No cutting of live trees is allowed.
- (f) **Decks, Sheds, and Roofs** Lessors may build a deck, shed, or roof for their site provided the following conditions are met:
  - (i) The lessor must fill out a request form on-line and submit a simple sketch or plans for the deck, shed or roof showing the size and indicating the composition materials and dimensions. This plan must be reviewed and approved by the Park before any construction may take place.
  - (ii) The location of the deck, shed, or roof must be staked or flagged in the field for approval prior to starting any construction.
  - (iii) The deck, shed, or roof must be completely free standing and not physically attached to the RV or camper unit,
  - (iv) Once installed, the deck, shed, or roof may not ever be removed without the Park's permission unless it's condition becomes unsafe or fails to meet the community aesthetic requirements due to eventual age related deterioration and
  - (v) The deck, shed, or roof must not come within less than 10' of another tenant's deck, RV or Camper without prior approval.
  - (vi) The total sf of the deck shall not to exceed 560 sf. Excluding steps, landings, etc. The max length of the deck shall be 40' (along the side of the RV) and the max depth shall be 16' (away from the camper). A total sf of the roof shall not exceed 1,200 sf of flat area Including the overhang unless approved in writing. The total sf of the shed shall not exceed 100 sf of flat area (10x10). Including the overhang

- (vii) The surface of the deck may not exceed the height of the RV or Camper's finished floor (as it sits level on its wheels)
- (viii) The deck, shed, or roof must be built to meet 2018 IRC standards using only pressure treated southern yellow pine or composite materials (other than roofing). Steel, metal, or plastic sheds are not permitted unless they are wrapped with wood.
- (ix) All hardware shall be appropriately selected for use with pressure treated wood or composite. Stainless hardware or ceramic coated hardware is required for modern pressure treatment chemicals.
- (x) All beams shall be through bolted to posts and not nailed. All joists shall be attached with appropriate Simpson joist hangers with the required nails and quantity. This work will be inspected and substandard work will be rejected.
- (xi) All deck and or roof building contractors working in the community must be pre-approved. See the Park's manager for list of pre-approved contractors. For other contractors see the Park's manager for pre-approval requirements including sample work. Insurance may be required.
- (xii) All decks shall have hand rails if they are more than 24" above the ground.
- (xiii) Decks, sheds, and posts may be stained/painted (except for composite surfaces) with a color approved by the Park's manager. White is not allowed, including white vinyl trim on windows.
- (xiv) All stain and paint colors shall be "earth tones" (browns, warm greens, slates, etc. may be submitted). The Park's manager will have several pre-approved colors available from local home stores.
- (xv) All railings must match the Park's aesthetic and use "pencil wire" in lieu of wood pickets. All wire must be black in color and shall be 6 gauge, 2/5" or equivalent thickness (about as thick as a #2 pencil)
- (xvi) All deck and roof construction is subject to approval and review of the Park's manager for verification of construction meeting specifications above.
- (xvii) All decks and roofs must be maintained with annual checks of stability and rotten wood, paint touch up, etc.
- (xviii) The lowest portion of any horizontal member of the roof shall be not less than 12" higher than the roof of the RV and shall not prevent the RV from moving if needed. Access slope for removing the RV must also be considered. Avoid unnecessary height. Roofs shall be kept low and as tight as possible to the RV's roof, while allowing enough room to remove and maneuver the RV without unnecessary extra height.
- (xix) The roof support structure may not use steel or metal posts unless they are wrapped with pressure treated wood. All posts must be standard dimensional lumber that is 6x6 or larger (5.25" x 5.25"). Composite wraps or alternative materials require approval of the Park's manager. 4x4 posts are not allowed unless wrapped.
- (xx) All roofing shall be metal and the color shall match the pre-approved charcoal gray as closely as possible. Samples shall be submitted for approval.
- (xxi) All siding, wood trim, etc. under the roof on the shed shall be stained (except for composite surfaces) with a color approved by the Park's manager.

- (xxii) Lighting may not be installed except for solar or plug in type lighting attached to the RV's outlets or electrical cords. No permanent hard-wired fixtures may be added that would require altering the standard electrical box connection panel without approval in writing.
- (g) Tarps and Miscellaneous Add-Ons
  - (i) No tarps may be allowed except in the event of storm damage for temporary waterproofing an RV roof for up to 60 days.
  - (ii) Items such as refrigerators, window unit air conditioners, kegerators, indoor furniture and equipment not normally stored outside may not be left on or stored on the deck, patio, or site. Plastic storage containers, storage units, etc. shall also not be stored onsite outside of the RV.
  - (iii) The Park reserves the right at any time to ask for removal of any item stored or erected on a site that is deemed to be inappropriate, damaged, unsightly, etc.

## Section 4.03 Parking and Storage

## (a) Registration of Vehicles and Equipment

- (i) Each tenant will be supplied one vehicle decal, one trailer decal, and one boat or PWC decal.

  Additional decals are available for a fee. All vehicles to be used, stored, or kept on site repeatedly shall display a campground decal. Failure to display the decal may result in your vehicle, trailer, or boat being towed off site at your cost.
- (ii) Each tenant will also be provided with two visitor guest passes that are to be displayed on the mirror or dashboard in plain sight. Lost passes may be replaced for a fee. These passes should be collected from guests on departure for future use. Any guest car parked on the site outside of designated parking areas and or not displaying proper credentials is subject to being towed.
- (iii) All RVs must be properly titled and tagged with up-to-date tags.

#### (b) Parking

- (i) Each site is built with not less than one vehicular space that is at least 20' deep and 10' wide. These will be in-front of or adjacent to the site. Those with shorter trailers may find that they have an additional space and some sites are slightly longer allowing for additional stacked parking.
- (ii) Additional parking on the site may be available depending on the site in question.
- (iii) Guest parking will be available in designated areas only. The entire site will be equipped with ample guest parking but it may require a short walk. Guest parking will be spread around the site. We encourage you to get to know your neighbors and coordinate using unused space at other nearby sites when you have guests.
- (iv) Overflow parking for holiday weekends and events will be in the boat storage yard or other areas designated by management or the Park only.
- (v) Parking in the main road is not permitted due to emergency access requirements. Not even for a short period.
- (vi) Parking is not permitted outside of designated areas.

## (c) Boat & Trailer Storage

(i) No boat, jet ski, skidoo, trailers, rubber rafts, sail boats, or personal watercraft of any kind may be stored on any individual site, not even for short periods. (Work on and load all water craft inside the storage area only.)

- (ii) Boat storage yard and eventually covered boat storage is available on site for a monthly fee that is subject to change over time.
- (iii) Temporary overnight storage is free for two nights or less.
- (iv) Storage of boats or trailers longer than two nights required a monthly fee of \$1.50/ft (subject to change).
- (v) Utility trailers, spare vehicles, etc. may also be stored for a monthly fee of \$1.50/ft. (subject to change).
- (vi) All boats and trailers stored in the storage area must display a decal or may be towed at your

#### (d) Kayaks, Wind Surfers, Paddle Boards, & Canoes

- (i) All small floating craft such as kayaks, canoes, wind surfers, paddle boards may be kept on site only if hung aesthetically on an RV, roof structure framing, deck railing, etc., and secured with rope or straps so that they do not come down or become hazardous projectiles in thunderstorms. Storage of these items that is visible to people walking by is subject to approval of the Park's manager.
- (ii) A centrally located rack for items like these will be provided near the water and will have holes to secure items with cable locks. Use of this storage element will be at your own risk. Each owner will be responsible for securing their own gear and use will be first come first serve.

#### (e) Under RV Storage

- (i) Storage of bikes, kayaks, paddle boards, etc. beneath an RV is permissible if it is done neatly and screened from view from the public driveway.
- (ii) Screening beneath RVs is encouraged with "skirting" made from either pressure treated lattice or the same material as the roofing attached with vertical standing seams. All skirting must be approved and samples provided to the Park's manager.

## Section 4.04 Lease Area Boundary

- (a) All leased sites shall have permanent boundary markers installed by the Park's manager which will establish the corners of the leased site.
- (b) All tenants shall respect the boundaries of the lease and shall not trespass on the space leased by others without expressed permission to enter.
- (c) All boundary markers shall be permanent and well-marked by the Park's manager for reference as needed. Drawing a string between two corners will establish the boundary line in any dispute.

#### Section 4.05 Maintenance of Campsite

- (a) Motor homes and travel trailers <u>must be washed at least once per year</u>, preferably before Memorial Day each year.
- (b) Units not used during winter or more than 30 days must have all outdoor lose personal property removed from decks, patios, porches, etc. and stowed inside for safety.
- (c) Any unit that will be vacated for more than a few hours should consider storing any light weight furnishings, closing awnings, and bringing it hanging items.

- (d) Except for kayaks, and paddle boards, storing of materials of any kind under an RV or Camper is not permitted unless it is completely hidden from view by skirting or plantings.
- (e) Building materials not used in construction or intended to be used within 30 days shall be removed from the site. Storage areas on site will be available with approval of the Park's manager.
- (f) Outside cleanliness; each site, including the decks, surfaces, paving, and landscape areas around the RV shall be kept clean and tidy at all times. Cans, bottles, trash, boxes, etc. shall be placed in a waste can or stored inside or out of sight.
- (g) Each site may have a single small trash can on their deck or patio as long as it is secured with a solid lid, is sturdy and resistant to animals. All garbage and refuse shall be stored in durable, water-tight, rust-resistant, rodent-proof, fly-proof containers with tight, properly fitting covers. All containers shall be maintained in a state of good repair and shall be kept clean.
- (h) Trash must be removed from the campground at least one time per week and after termination of term of stay.
- (i) In common areas, use common sense, and leave areas in good condition for other guests to use.
- (j) All permanent structures shall be maintained in such manner as to prevent infestation of insects, rodents and other vermin.
- (k) Bicycles shall be stood neatly up and stored on site where they do not block traffic or cause a hazard

#### (I) KITCHEN WASTE

- (i) No dumping of grease, food waste or kitchen products in the drain or in the landscape around the site.
- (ii) Unused grease shall be bottled, bagged, and thrown in the dumpster.
- (iii) All food waste shall be properly bagged and disposed of in the community dumpster.
- (iv) We encourage you to recycle on your own. We will provide a recycle bin for aluminum cans and possibly glass at some point in the future. Until then, any recycling will require your own collection and deliver to local recycler.

# Article V. Use of Common Amenities, Waterfront, and Swimming

## Section 5.01 Right of Access to common areas and facilities

- (a) Each resident and their guest shall have equal access to and freedom to walk thru and utilize lands identified as "public space" within the campground.
- (b) No cutting through private leased land to access the lake or amenities or for any reason other than an emergency. Residents and their guests shall respect the leased boundaries of others and not cross into land leased by others without the expressed permission of the tenant.

- (c) Limits to access may include campground land set aside for the owner for private use, farming, or other commercial uses.
- (d) The Park reserves the right to restrict access to any part of the land at any time other than the dedicated campground amenity areas; dock, fire pits, pavilion, trash service area, access roads, and trails.

## Section 5.02 Laundry and Bathhouse Facilities (If applicable)

(a) Refer to the posted rules in the bath or laundry facility (if applicable)

## Section 5.03 Pavilion and Lakefront Greenspace

- (a) See also or refer to posted rules on the pavilion
- (b) The public green space is open to all tenants and their guests.
- (c) No fires outside of dedicated fire pit in this area
- (d) No grilling in this area except in the Park installed grills
- (e) No large parties except when planned and promoted by the Park or approved by the Park's manager.
- (f) No storage of any materials or personal property in the green space while not in use
- (g) No reserving space by putting out flags, blankets, or tents. First come first serve for use of this area.

## Section 5.04 Dog Park (If applicable)

(a) Refer to rules posted at the entrance gate. See also animal care and respect above.

## Section 5.05 Public Natural Greenspaces

- (a) The natural areas along the waterfront peninsula have been set aside for saving trees and native plants to help keep the site shaded and beautified. Picking flowers, removing plants, cutting of trees in this area is forbidden. Parking or driving through this area is also forbidden.
- (b) Certain portions of the waterfront wooded area are subject to both Alabama Power's shoreline management restrictions and owner's desire to be a good neighbor. This area consists of the space indicated by the trees marked with a single blue slash at eye level and the high-water elevation. DON'T CUT ANY TREES OR REMOVE ANY VEGETATION ALONG THE WATERFRONT. NO EXCPETIONS. ONLY THE PARK SHALL CLEAR ALONG THE LAKE.
- (c) The woods, creeks, waterfalls, and other natural features are all protected and shall not be modified or damaged. No cutting of wood for fires is permitted except by the Park management. No tree or plant removal is permitted without prior approval of the Park's management. Any dangerous tree shall be removed by the Park's management only. No one may dig up or transplant vegetation without permission of the Park's management.

- (d) The Park's management may create one or more ponds and or waterfalls in/on the existing creek. Do not tamper with constructed earthworks, dams, or stone work associated with these features.
- (e) Walking Trails are provided for everyone's enjoyment. No motorized vehicles are allowed on the trails. Children under 16 may ride bicycles on these trails provided they stay in control and do not ride trails when muddy.
- (f) There is an old well at the spring head of the creek in the center of the site. The access to this is controlled by a structure to protect the integrity of the water and safely secure the well from small children. Do not tamper with the well house. Do not enter or attempt to swim in the well basin. Do not drink from the well.

#### Section 5.06 Dock Use

- (a) The dock for phase 1 is a multi-purposed floating dock intended for both boating and day use by swimmers and people fishing.
- (b) Boats may only tie up to the designated sides and must leave the front side open for loading and unloading, swimmer access, and fishing.
- (c) Please be courteous to your neighbors. Except for single night tie-ups, boaters should not leave boats unattended at the dock for more time than it takes to pick up supplies or use the bathroom. The dock is for loading and unloading and is shared between all users. If a boat is not going to be used for an hour or more during daylight hours, it should be moved off the dock and secured via anchor or rope to the shore.
- (d) When using the dock please secure lines to cleats only and eliminate extra line on the dock to keep the surface safe for children.
- (e) The dock shall not be used as a launch or start point for any form of water sport including; skiing, tubing wake surfing, wakeboarding, kneeboarding, etc. Idle speed only in the cove. Start all water sports in the main channel away from the dock.
- (f) No running on the dock.
- (g) No resident or guest may leave a boat at anchor unless they are on site or have assigned someone on site to keep watch. Leaving boats at anchor for multiple days during the week or when not in residence is not allowed. When a tenant leaves the property for more than a few hours they shall remove their boat from the water and store it safely.

#### Section 5.07 Alabama Power Land

- (a) IDLE SPEED ONLY WHILE IN THE COVE!!! Once you round the corner of the grassed point lot, cut your speed and slow to idle. Do not enter or leave the cove in excess of idle speed. NO WAKE IN THE COVE.
- (b) Everything below the 800' elevation is subject to Alabama Power regulations limiting use and disturbance.
- (c) Trees in the zone between the 800' elevation and the water line are protected and may not be cut.
- (d) Adding docks, seawalls, gravel, sand, etc. in the area below the 800' elevation line is not permitted.
- (e) No mooring balls or markers are permitted in the lake by Alabama Power without a permit.
- (f) All lessees and their guest may use the designated swimming areas on the lake **at their own risk**. The land below the 795 line is Alabama Power land including the entire lake. The Park cannot be held liable or responsible for accidents or drowning in the lake and will not provide a life guard or any life saving devices. You and your guest, including any children in your care are solely responsible for your safety in the lake.
- (g) All children under 12 should be accompanied AT ALL TIMES by an adult while swimming.
- (h) All children under 12 who are unsupervised and are playing on the dock or near the water's edge (less than 25') should wear a life jacket.

#### Section 5.08 Boat Storage Area

- (a) Refer to rules of use posted on the side of the storage facility.
- (b) Boats may be stored annually at a rate to be determined by the Park. Payments are prorated for the year and renewals are due at the beginning of each year along with rent.
- (c) Power/water may be provided now or in the future for cleaning and repairing boats or trailers. Use only approved outdoor rated extension cords for power tools. Shut the water off and do not leave water running when not in use.
- (d) A gate may be provided with a lock. Do not cut or change locks. Always close and lock the gate behind you. Code will be provided to residents and lock codes changed as needed. Do not share the lock code with others.
- (e) Boat storage is not permitted at any site for any length of time. All boats, when not in use may be stored in the storage yard near the front of the site.
- (f) The boat storage area is not fully secured nor is it monitored and you are responsible for locking and securing your trailer and removing your valuables and personal belongings from your boats.
- (g) No trash may be deposited or left in the boat storage area. Take all trash to the dumpster located near the entrance to the storage area.

(h) Boats, pwcs, and trailers in the storage area must display community decal or risk being towed.

# Article VI. Postings, Advertisements, Signs, Flags, etc.

- (a) No politically motivated flags (nor signs that could be construed as political) in public view any place on the site, including on structures or RV's. No exceptions. (Not applicable to bumper or window stickers placed on personal vehicles)
- (b) Lessees may have whatever flags or political displays they want displayed <u>inside</u> their own personal RV, camper, or vehicle as long as it is not in plain view through windows.
- (c) One sign posting a camper for sale may be placed, as long as it is no larger than 11" x 17". It may only say "FOR SALE" and provide a phone number or email. It must be placed on the RV or Camper or post for the roof structure. Large realtor type signs are prohibited.
- (d) No signs may be affixed to any tree at any time.
- (e) No business advertisement in the form of any sign, sticker, or placard may be posted anywhere on the site or vehicles.
- (f) Flags -
  - (i) Only one full size flag and one small flag can be flown at a time on any site. The largest flag must not be larger than 3'x 5' and the smaller not larger than 1.5' x 3'
  - (ii) State flags, country flags (Ex. USA, Mexico, Scotland, Etc.), military honor flags, major league sporting team, and college flags may all be flown.
  - (iii) Other non-descript decorative flags such as garden flags or seasonal flags with artwork that is not political in nature may be flown as well. (Example; Pictures of RVs, flowers, gnomes, ferries, etc.)
  - (iv) A tenant name placard or flag with the tenant's family name and a welcome statement may also be flown or placed at the front of the site.
  - (v) If in doubt, ask. Any flags or signs not covered by the above rules should be considered as not allowed without specific permission.

# Article VII. Utilities

#### Section 7.01 Water

- (a) Water is provided by the Park through a contract with the city of Wedowee. The Park is not responsible for water pressure. Tenant shall install a water pressure regulator to protect their property from water damage. The Park is not liable for water damaged due to excessive pressure.
- (b) Water is tested by the city of Wedowee periodically and test results may be requested by contacting the city water authority. The Park is not responsible for water purity or safety.
- (c) All water is provided via a frost resistant water pedestal that is controlled by a faucet with anti-syphon technology. When not in use, the water should be turned off at the spigot and the private supply side hose to the RV drained and disconnected.

- (d) Winterizing: Each RV that is not in use during freezing temperatures shall disconnect from the water source and drain the pedestal. The Park shall pay for someone to winterize all pedestals one time per year the week after Thanksgiving. If RVs are occupied they will not be winterized and the tenant will be responsible. Winterizing includes draining the pedestal line back to the in-ground shut-off valve.
- (e) If a resident leaves a hose connected during freezing temperatures and is not using the line and it causes the pedestal to freeze and break or cracks the pipes, fittings, or faucet, the resident will be charged for the repair at cost plus 15%.

#### Section 7.02 Sewer

Each site is provided with a 4" sanitary sewer connection which leads to a septic tank and pump system which pumps the effluent to a leach field inside the community. If this system fails, the community can be shut down. Therefore;

- (a) Please respect the septic system and know what is required to keep it healthy and functional. Do not dump excessive amounts of soaps of food products in your drains. Do not dump grease in your drains. Do not dump prescription or over the counter drugs, chemicals or other liquids in the sewer that can impact the beneficial bacteria that are required to make a septic system work correctly
- (b) Do not dump wipes or feminine products into the toilet or septic system.
- (c) There is a high-water alarm on the pump system. In the event an alarm is heard, please notify one of the camp hosts and call the owner.
- (d) If you notice a clog or slow drain in the community septic line, please notify a camp host.
- (e) Do not under any circumstances drain any gray or back water onto the surface of the campground. There is no pump out station. Use only site connections.

#### Section 7.03 Power

Power is provided by Tallapoosa River Electric Company (TREC) and is available in either 70 amp or 100 amp service depending on your site. Each site is individually metered and you will be required to obtain service directly with TREC on your own.

If you have 100 amp service you will have a single direct burial electrical pedestal with a 50, 20, and 20 amp outlet. If you have 70 amp service you will have a 50, and 20 amp outlet.

- (a) Do not add any hard wires from your pedestal to any features without written permission and use of a qualified electrical contractor.
- (b) Use only the outlet provided to avoid overloading your wire and breakers. Be sure to size any extension cord appropriately for the intended use and power requirements.

(c) Check and verify your electrical connections with a meter or special electrical testing device before using the services. The Park not responsible for fluctuations in voltage due to service from TREC or improper use of services by the tenant. Use of electrical services is at your own risk and tenant should deploy appropriate safety measures such as surge protectors to reduce risks of electrical damage to their RV or electrical equipment.

#### Section 7.04 Trash

- (a) All trash is to be placed in the designated area in bags inside the dumpster. Bags will discourage flies and odors and make life at the campground much more pleasant. Please tie bags tightly and close the lid and side door (if there is one) on the dumpster.
- (b) All trash bags shall be placed inside the dumpster
- (c) No trash shall be left out in bags outside your RV or on your deck at any time due to animals on the property.
- (d) No furniture or large items may be placed in the dumpster. Take your large items to the local dump.
- (e) No hot ash or coals may be placed into the dumpster.
- (f) There will be a community service area where landscape debris including branches, leaves, plants and similar organic materials can be disposed of.

## Article VIII. Violations and Enforcement

## Section 8.01 When to Report

- (a) Loud or obnoxious behavior Use common sense don't call the site manager/host, owner, or sheriff if you can settle a concern by simply asking nicely. If they don't respond after asking nicely, please report to the site manager/host (in person, call, or text).
- (b) Do not ever call or text the owner to report noise issues late at night. The owner will not respond to late night calls over noise complaints. Please report repeated noise violations to the owner during regular business hours.
- (c) Serious Dangerous Condition or happening Immediate threat to someone's health, life, or safety or imminent and significant damage to the campground or personal property. If there is a threat such as a fire, or physical altercation among residents please call the Sheriff, fire department, or EMS as appropriate. Call them first before calling anyone else. Then call the site manager/host, and then call the Park owner only if necessary.
- (d) Hazardous condition or event without clear eminent danger Examples; large dying limb over a site, some kind of visible damage to a electrical box, a leaning tree after a storm, lose cables at the dock, verbal threats from a resident, etc. In these conditions, please notify the site manager/host as soon as possible, preferably withing 12 hours but don't feel there is a need to wake anyone unless the danger appears to be imminent and impacts could be significant.

## Article IX. APPLICATION, CONFORMANCE, AND LIABILITY:

- (a) Occupants and their vehicles may be removed without a judicial hearing by law enforcement officers for failure to comply with written rules and regulations of the park. See Alabama HB555 for more detail.
- (b) Management assumes no responsibility for accidents, injuries, or losses from any cause.
- (c) The camper agrees to carry and maintain in full force and effect adequate property, renters, and liability insurance on any vehicle or recreational unit brought into the park.
- (d) The Park and developer are not responsible for your losses due to theft, fire, storms, falling trees, falling tree branches, accidents, or rushing or rising water.
- (e) Connecting to any water, electric, or sewer connection in this park and or signing the lease constitutes acceptance of these Rules. Those who do so, also release the Park, its officers and employees of all liability for loss or damage to property and injury to Tenant's and Visitor's person arising out of Tenant's and Visitor's use of the Park and facilities.

Signature:	Date:
Print Name:	

Revisions: 7/17/2022 - Changed deck size to 560 sf, changed depth to 16' and total roof to 1200 sf. Revisions: 2/4/2024 – Changed the deck skirting requirement, changed the dog weight limit to 65lbs, changed the railing spec for pencil wire in black only, changed the spacing requirement between decks to allow less than 10' to address several sites in the park which required deviation from the previous rule.