

Holiday Out in America at Tansi Campsite Subdivision No.1

Property Owners Association

182 Comanche Trail
Crossville, TN 38572

Park Rules and Regulations

(Approved: 06/13/2020)

(Effective: 07/09/2020)

BK/PG: 1580/2375-2383

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9 PGS:AL-RESTRICTIONS	
BATCH: 144071	
07/09/2020 - 12:30 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS

THIS INSTRUMENT
PREPARED BY:
Holiday Out RV Park
182 Comanche Trail
Crossville, TN 38572

The Rules and Regulations here enumerated shall be deemed in effect until they are amended and/or superseded by the Board of Directors and shall apply to and be binding upon all Unit Owners. Said Unit Owners shall, at all times, obey and abide by said Rules and Regulations below and shall ensure with their best effort that the rules are faithfully observed, followed, and abided by their families, guests, invitees, and any other person or persons over whom they exercise control or supervision.

(Reference: Amended By-Laws, Article XVII, Section 3.)

MUTUAL RESPONSIBILITIES OF THE PARK TO THE UNIT OWNERS AND OF THE UNIT OWNERS TO THE PARK:

1. Holiday Out was developed and constructed to be a "Recreational Vehicle" (RV) facility. It is for the use of RVs, Camper Trailers, Slide-In Campers, and tent camping; therefore, RVs are limited to 420 sq. ft. with a maximum width of 12 ft. Recreational Vehicles (RVs) are generally defined as temporary and portable living units not exceeding 420 sq. ft. of living space. Mobile Homes are not permitted. pu
2. Condominium (or Maintenance) fees are due and payable in the Park Office between the 1st and the 29th day of each month. Failure to pay the fees by the 20th day of the month results in a penalty of 10% of the current monthly condominium fee. The address of the Park is: 182 Comanche Trail, Crossville, TN 38572.
3. If property is purchased with outstanding balances owed by a previous owner to Holiday Out at Tansi, you will be responsible for the amount owed.
4. In the event a current Property Owner sells his or her property, the new Owner **MUST** provide to the office within 30 days a copy of the **RECORDED DEED** transferring the property, and a **SIGNED** copy of the Lot Owner Information Sheet. This must be done prior to issuing any membership cards or before the new Owner(s) may participate in or have approved access to any of the amenities of the Park.
5. Replacement of lost membership cards will incur a \$5.00 fee.
6. There shall be no future combining of lots for the purpose of paying one condo fee. All lots are single.

7. While Property Owners can use their property “year round”, the Park was not intended to be a facility of that type. All Bath Houses except “D” will be closed on Nov. 15th and will be opened again on March 15th.

8. No firearms or other weapons are allowed outside the Property Owner’s RV.

9. ALL RVs (and CAMPERS/TRAILERS) MUST display the required State Fire Marshall’s sticker for Tennessee or the state of manufacture and the sticker or seal declaring the trailer as a Recreational Vehicle. All RVs and Campers/Trailers must also display their Section and Lot Number.

10. A second tent, pop-up camper, motor home, or any type of camping RV can be temporarily placed on a lot for use by guests for a period not to exceed two weeks. Members must register at the Office prior to placing any of the above on their lot. Guest passes will not be issued without registration and ONLY for two weeks.

11. **CARPORTS, GOLF CART PORTS, AND RV PORTS ARE ALLOWED.** Please refer to the Architectural Review Committee Rules and Regulations.

12. **REAL ESTATE SIGNS:** Up to TWO (2) “FOR SALE BY OWNER” of Real Estate signs (or the like) per lot may be used. Signs shall not exceed 16 inches by 20 inches.

13. Rental of a lot with an RV and/or the leasing of one’s Property is not allowed (vacant or not). The RV must be in the Owner’s/occupant’s name. A Recorded Deed must be on file in the office. An owner may have a significant other not on the deed. A significant other will have Park rights and must be registered at the Park Office.

UTILITIES: SEWERS, WATER, AND ELECTRIC:

14. The Park provides sewer connections to each lot. All sewer lines beyond the connection are the responsibility of the Property Owners. If a Property Owner does not have a clean-out for his sewer line and chooses to use Park Maintenance to clear the line, the Owner will be responsible to the Park for the cost of time and materials to clear the line and install the clean-out. If any owner chooses to build, move his RV, pour concrete or asphalt, etc. over lines; or if he purchases an RV lot which has been previously modified as such, that Owner assumes all financial responsibility for repair and replacement.

15. Water Service in the Park is provided by South Cumberland Utility District (SCUD). Each Owner is responsible to SCUD for paying their water bill. Owners are also responsible to Volunteer Electric for their own electric bill. See the Office for information regarding how to get such service.

FAMILY AND GUESTS:

16. It is the responsibility of the Property Owner to see that their family and/or guests abide by all Rules and Regulations of the Park. Owners are responsible for any actions by family and/or guests. Owners are also responsible for acquiring guest passes from the Office for family or guests.

17. Should the Property Owner or any family members or guests be responsible for any damage to the Park common areas (grounds or buildings) or loss of utilities such as gas or water, the Owner will be required to reimburse the Park for all losses including buildings, amenities, and any labor costs required to correct damages.

KEEPING OUR PARK BEAUTIFUL:

In order to keep the Park attractive and safe, property must be kept neat and clean at all times.

18. LEAF CLEAN UP: It is required that all leaves be raked and disposed of by December 1st (office is to be notified of final clean-up) and May 15th of each year. If the Billy Goat is working, leaves need to be placed by the side of the road where space permits. If the Goat is not working, leaves must be put in collection bags, tied, and placed at the side of the road, in order for them to be picked up by the Park Maintenance Crew. Leaves not bagged properly will not be disposed of by the Maintenance Crew. For more efficient pick up, please notify the Park Office when putting leaves out for pick up.

- A. Leaves cannot be burned except in fire pits or fireplaces on the Owner's property. An individual must obtain verbal permission issued by the Tennessee Forestry Division by calling 931-484-4548, Monday through Friday, 9AM to 4:30PM. If leaves need to be burned on the weekend, the call must be made on or before Friday.
- B. Leaves shall not be burned, raked, or blown onto the roadways, in ditches, onto the creek in "G" section, into adjacent properties, or into any common areas.
- C. Owners who depart for the winter before the leaves fall must arrange to have their leaves properly disposed of by December 1st and again by May 15th. Owners who make such arrangements shall notify the Park Office as to the arrangements. If an Owner fails to make arrangements, the Park may hire at the Owner's expense such services.

19. GRASS MOWING: Grass must be kept cut from May 1st through September 15th, with special emphasis before the major holidays of Memorial Day, Fourth of July, and Labor Day. If an Owner fails to cut their grass before a major holiday, the Park may hire at the Owner's expense such services.

20. Lots must be kept clean and free from trash. Toys should be put away and not left in the yard. It is the Owner's responsibility to see that lots are kept neat and clean.

21. Owners are required to clean the exteriors of the RV's by July 1st of each year.

22. No refrigerators, freezers, water heaters or other appliances are allowed outside an RV unless secured in an enclosed or fenced area in order to keep property neat and clean.

23. FIREPLACES and GRILLS can be erected. Rule 19 in the Architectural Review Rules is to be followed with all fireplaces. (All fireplaces are to have 5/8 mesh screened chimney cap and damper). Campfires are permitted, however they cannot be continuous campfires. They must be extinguished during quiet time.

24. Owners failing to keep their properties as these rules state will be subject to warnings and fines.

PRIVATE PARTIES:

25. The Park Pavilions, Dining and Kitchen areas are available for private parties, etc., to Park Members and their guests only.

(Please check with the Park Manager for the current fee/cash deposit schedule.)

- A. Park Members may sign out the Kitchen, Dining areas, and covered Pavilion, for a specified cash deposit. The Park Member(s) signing for the space must be present at all times during the event.

- B. Park Members may also use the Library/Meeting Room for reunions, birthdays, or anniversary parties for a small cash deposit. There will be absolutely no access to the Office during these events. "D" Bath House will be available for use.
- C. Supplies for Private Parties must be furnished by individuals, not by the Park.
- D. Reservations for any of these areas must be made 2 weeks in advance. The portion of the Cash Deposit which is refunded will depend upon satisfactory inspection by the Park Manager or his/her designee.

26. No alcoholic beverages or glass containers are allowed in the beach area.

27. Quiet time is observed from 10:30PM to 8:00AM, Sunday through Thursday, and from 12:00AM to 8:00AM Friday and Saturday nights. (All times are local.)

28. There is to be **absolutely no activity on the beach area during church services.**

SAFETY AND LIABILITY:

29. Because of safety and liability concerns, Holiday Out RV Park prohibits the use of fireworks inside the boundaries of the Park, unless an area has been designated by the Board of Directors for such use on the 4th of July only.

30. Children under 12 years old must be accompanied by an adult 18 years or older to use the recreation areas, including the beach. All efforts are made to make this a safe and secure area, however, Holiday Out RV Park assumes no responsibility for the safety of swimmers or beach users. This responsibility falls entirely upon those using the facility. Cover-ups are required by anyone over 12 at any Park function or Activity held at the Pavilion.

31. Holiday Out RV Park will not be responsible for any injury or property damage on the roads or common property of the Park. Holiday Out RV Park requires that everyone under the age of 18 years wear protective headgear when riding bicycles, motorized cycles, scooters or any other vehicle that does not have a top.

PETS:

32. No more than three (3) household pets per unit are allowed. No reptiles, exotic animals, farm animals, or poultry are allowed in the Park. No common household pets with an aggressive nature will be allowed to remain in the Park.

- A. All pets are to remain in their owner's camper/RV. If outside, they must be kept on a leash and under control at all times. No pets are to be left tied outside an RV unless the Owner is present inside their RV or outside with the pet.
- B. **No pets are allowed on the beach or waterfront, in the bathhouses, laundry, Park Office, or in any common recreation area, including the Pavilion and Putt-Putt areas unless they are being carried or are in a pet carrier.**
- C. Under no circumstances are pets to run loose or be left to soil anyone's property but the Owner's own property. Nuisances such as excessive dog barking that interferes with the peaceful enjoyment of one's property will not be allowed. Please respect your neighbors.
- D. Pets are not allowed to be left outside during quiet hours.

VEHICLE RULES:

33. No abandoned cars or other types of vehicles can remain on lots.

34. No large or commercial equipment shall be parked on lots or common grounds except for the days of ACTIVE repair or construction.
35. Vehicles, boats or RVs shall not be parked on the roads at any time. Guest vehicles may be parked overnight at the Main Pavilion or by "E" Bathhouse for Member's convenience. Golf carts, RVs, canoes, etc., must be kept on the member's lot.
36. No major automobile/vehicle repairs shall be done within the boundaries of Holiday Out RV Park which require ongoing visible signs of repair and/or which requires two (2) or more vehicle wheels be off the ground. Minor routine wear and tear repairs to personal vehicles are allowed. To protect the environment of the Park, the adjoining lake and its associated watershed, extreme care shall be adhered to while draining and/or changing of transmission, power steering, brake, or radiator fluids, engine oil and/or fuels. All of these fluids shall be properly disposed of at approved collection sites and not stored and/or kept in the Park.
37. Any temporary coverings/tarps/plastic put on trailers for leaks, etc. must be removed within 30 days. Any RV or other motor vehicle which appears to be abandoned, or in extreme state of disrepair can be removed by the Board of Directors after giving the Owner a 60 day notice to either remove or repair the RV. If the Park removes such RV or other vehicle, the cost of removal and storage will be charged to the Owner. No tarps or plastic can be used on the sides of screen rooms or awnings except during the winter months.
38. Autos, golf carts, bicycles, and motorbikes used between 30 minutes before sunset and sunrise must have lights on.
39. The speed limit in the Park is 15 MPH; please respect this limit for the good of all.
40. All-terrain vehicles (ATVs) or utility type vehicles not made on a golf cart frame are not allowed, regardless of manufacturer. Golf Carts and golf-cart type vehicles, including transport vehicles, are allowed. Motorcycles, scooters, and moped-type cycles are allowed as long as they have quiet mufflers and are not noisy or a nuisance. Any person operating any vehicle recklessly or dangerously inside Park boundaries will be warned one time (First Notice); if the violation occurs again, the person will be subject to a fine (Second Notice) and/or suspension of privileges as determined by the Board.

GOLF CART RULES: ((are to be posted throughout the Park))

41. Lot numbers must be placed on both sides of each cart for identification. Numbers shall be at least 3 inches high.
42. All traffic laws must be strictly adhered to, including but not limited to stopping at all intersections and keeping to the Park's 15 MPH speed limit.
43. Golf carts will not have more people riding on them than can be properly seated. Standing upon or dragging feet from the cart is not allowed and should be reported to the Park Manager if seen being done.
44. No one is to operate a golf cart in the park without a valid driver's license or learner's permit.

45. No golf carts will be driven in the Park after dusk without headlights.

46. No golf carts or any other motorized vehicles are allowed on the basketball court.

BOATS AND BOAT DOCKS:

47. The land adjacent to the boat docks is part of the common elements and is for the use of the entire Park; however, the docks and boats moored to the docks are private and access is not allowed without permission of the Dock Lessee. Docks are leased to individual Property Owners yearly. No one is allowed to tie boats to these docks without the specific permission of the Lessee.

48. There is a "common use" dock available for temporary mooring. The dock is available on a first-come first-served basis.

49. Boat launching is only allowed at the Marina. (Overnight mooring is also available at the Marina.)

50. **Commercial Ventures:** Members/Owners, family members and guests shall not conduct commercial activities from their lots or from common property.

51. No yard sales except when scheduled by recreation as a Park Wide yard sale.

52. **All candidates seeking election to the Board of Directors** must have been a Property Owner for at least one (1) year.

FINES AND LIENS:

53. Unless otherwise indicated, there is a system of fines for breaking these Rules and Regulations. The system of fines is as follows for each separate offense.

NOTE: In the event fines outlined below are not paid in the time stated on the notification sent, a lien will be placed against the property in violation of the rules and further legal action will be pursued.

First (1st) Notice: A written notice will be provided to the owner of the property which is in violation of the specified rule(s) requesting the owner to abstain from breaking the stated rule(s).

Second (2nd) Notice: If 14 days have passed from the date of the first (1st) notice and the violation is still not remedied, on the 15th day from the date of the first notice a letter of reprimand will be sent and the owner of said property shall be assessed a fine of \$50.

Third (3rd) Notice: If 14 days have passed from the date of the second (2nd) notice, on the 15th day from the date of the second (2nd) notice and the violation is still not remedied, another fine of \$50 shall be assessed, and a fine of \$50 will continue to be assessed every 15 days and will continue to accrue until said violation is remedied and assessed fines are paid. Once it reaches \$175.00, a lien will be placed against the property.

PAST DUE CONDOMINIUM FEES:

54. **Regarding Past Due Condominium Fees and/or Fines:** Park amenities such as bath houses, laundry facility, beach, dumpsters, etc. are maintained and paid for with your condo fees. Any owner who is 90 days or more past due are asked to refrain from using Park amenities until the account is current, and may be subject to fines if they are found to be using them. If said fees and/or fines remain in arrears for more than (3) months or (90) days, a lien shall be placed against the property in arrears, with the possibility of further legal action being pursued.

Employment of Salaried/Full-Time/Part-Time Employees (those who receive a W-2 Form):

55. All current and future employees of Holiday Out Park, as a condition of full time employment, will sign a statement which attests that they do not own property in, or are related in any way or closely tied to any current member of Holiday Out in America at Tansi. Background checks and drug tests are required of any employee to whom Holiday Out RV Park at Tansi, offers a position, and the tests are to be paid for by the applicant. If the applicant passes such tests and are hired, then the park will reimburse the cost of the tests.

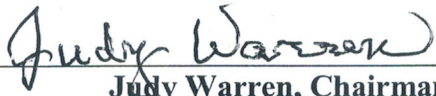
A background check will go back 7 years, when making a decision to hire an applicant with a criminal history, it will be a discretionary authority decision on a case by case basis.

These Rules and Regulations revisions are in compliance with Article XVII of the Amended Master Warranty Deed and By-Laws for Holiday Out in America at Tansi Campsite No.1, dated March 16, 1998; Cumberland County, Tennessee. This revision to the Rules and Regulations supersedes and replaces any previous Rules and Regulations of Holiday Out in America at Tansi Campsite No. 1 Property Owner's Association.

Holiday Out in America at Tansi Campsite Subdivision No.1

Executed on this 9 Day of July, 2020.

**By: The Duly Elected Chairman and Secretary of:
Holiday Out in America at Tansi Campsite Subdivision No.1
Property Owners Association.**

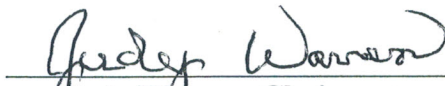


Judy Warren, Chairman

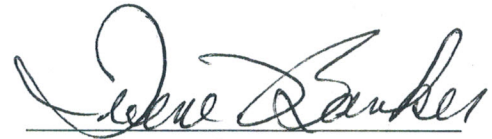


Irene Barker, Secretary

Property Owners Association.



Judy Warren, Chairman



Irene Barker, Secretary

CUMBERLAND CO.; TN

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Judy Warren**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the **CHAIRMAN OF THE BOARD** of Holiday Out in America at Tansi Campsite Subdivision No.1, Property Owners Association, a corporation, and that she as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand and seal at office this 9 day of July 2020.

Patricia Steinmann
Notary Public

My commission expires: 4-7-2021



Cumberland County; TN

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Irene Barker**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the **SECRETARY** of Holiday Out in America at Tansi Campsite Subdivision No.1, Property Owners Association, a corporation, and that she as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

Witness my hand and seal at office this 9 day of July ~~2018~~. 2020 ps

Patricia Steinmann
Notary Public

My commission expires: 4-7-2021

