



UPDATED 11/18/2022

# RULES AND REGULATIONS

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# RULES AND REGULATIONS

## UNICOI SPRINGS CAMP RESORT

These Rules and Regulations have been approved by the Board of Directors of Unicoi Springs Owners Association for the mutual benefit of all owners, enabling the owners to enjoy the use of all facilities of the Resort. The Rules and Regulations are in accordance with the PUBLIC OFFERING STATEMENT, THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS (as amended) ; BY LAWS AND POLICIES set forth by the Board of Directors. A copy of the above documents along with a copy of these Rules and Regulations shall be given to each owner at the time of purchase of an undivided interest. The original Rules and Regulations have been amended from time to time by the previous Boards, and those Rules and Regulations contained herein are those in effect at the date shown on the approval statement on the last page hereof.

### A. GENERAL:

1. Owners are responsible for their actions and conduct and that of their family and guest. UNICOI SPRINGS CAMP RESORT is not responsible for personal property left on the Resort premises or for vehicles parked on the Resort premises. All persons using the Resort facilities do so at their own risk and the UNICOI SPRINGS OWNERS ASSOCIATION does not assume any responsibility from the use of the facilities or from engaging in any activity at UNICOI SPRINGS CAMP RESORT.
2. Owners shall be liable to the UNICOI SPRINGS OWNERS ASSOCIATION for the value of all Resort property which may be damaged or removed from the Resort facilities by them or their guest.
3. Discharge of firearms, fireworks, or any other type of explosive material is strictly prohibited.
4. There will be no littering allowed throughout the Resort area.
5. Owners who are expecting day visitors must sign the visitor's names in the Guest Book located in the office, in advance of their visitor's arrival. Guest may not sign in guest.
6. No person (including but not limited to members and guest) shall be allowed into the work area and office of the Business Manager, Maintenance Manager and Office Employees unless expressly invited by the Business Manager or Maintenance Manager. The only exception to this rule shall be Officers and Directors of the Resort in conducting the business of the Resort.
7. No person (including but not limited to members and guests) shall attempt to use or tamper with the computers or other office equipment unless expressly authorized by the Business Manager. The only exception to this rule shall be Officers and Directors of the Resort in conducting the business of the Resort.
8. Any person who sexually harasses another or makes unsolicited sexual suggestions or overtures (including physical contact) is subject to sanctions by the Resort in addition to potential prosecution under State Law.
9. No person (including but not limited to members and guest) shall be allowed into the maintenance shop area, nor borrow tools or parts and supplies without the express permission of the Maintenance

Manager. The only exception to this rule shall be Officers and Directors of the Resort conducting the business of the Resort.

Violation of any rule, regulation, or policy of this Resort by any member or their guest may result in Sanctions as defined elsewhere in the Rules and Regulations of this Resort, and in some cases prosecution for violating State Law.

## B. RESERVATION PROCEDURE:

1. Reservations will be accepted from 9:00 A. M. to 4:00 P. M. daily. Reservations may be made up to 60 days in advance for a "use period". A "use period" is defined as being fourteen (14) days out of any 30-day period for each unit of undivided interest owned. The 30-day period is defined to run concurrent with a calendar month. There will be a **\$2.00** per night reservation fee assessed when a reservation is confirmed. (See 8. Cancellations and Changes for additional information.) (See **section E for further information on Rental Unit reservations.**)
2. A camping unit (camper) may remain on one site for a maximum of 14 days.
3. The "use period" may be used by the owner in daily, weekly, or other increments. However, no owner may reserve or occupy the same site more than once during any given 60-day period regardless of the units of undivided interest owned. This will give all owners the opportunity to use the site.
4. No camping site may be used or occupied by any owner unless and until such owner has complied with the reservation procedure outlined above.
5. No reservation will be accepted if the owner owes any assessment or charges to the Resort.
6. Upon reserving a "use period" as outlined above, the time reserved is charged against the owner's allotted time. If an owner has a guest using a site other than the site being used by the owner, then that time used by the guest is charged against that owner's "use period". If an owner has one undivided interest and is on site and a guest or joint owner uses another site, the extra site for a guest maybe reserved 14 days in advance of their arrival. If they use a rental, the prevailing rental rate will be charged. If the owner has more than one undivided interest, then the second site may be reserved 60 days in advance in the owner's name for the guest. An owner may not use his/her U-number to make a reservation for another owner. An owner may have an owner as a guest on site in their RV/Tent. The owner must be present at the RV/Tent site during the owner-guest entire visit. Owner-Guest who are also owners must sign in as guest upon arrival.
7. The owner must sign in anyone who is to occupy a site when the owner will not be staying on the site, except a son or daughter, 21 years of age or older, mother or father of the owner. In the event one of these parents or children will be occupying the site, the owner will make the reservation and obtain an authorization form from the office, properly complete the form and the parent or child will bring the form when they check in.
8. **Cancellations/Changes of RV and Tent Sites: (See Rental Units for Cancellations of Rentals)**
  - a. An owner may cancel or change all or part of a site reserved "14" day use period", or any part thereof, however, only (2) cancellations of a reservation per month will be allowed. Any further changes will result in a \$50 penalty. If a reservation is cancelled or reduced, the original **\$2.00** per

night reservation fee will stand. If the reservation period is increased, the \$2.00 reservation fee will increase accordingly.

b. Cancellations must be made at least 24 hours prior to the expected arrival date without a penalty. If an owner fails to check in on the first day reserved, or does not cancel reservation within the 24 hours the owner will be charged \$50 for each day reserved but not used, and the remaining reserved time will be put back into inventory on the second day of the reserved "use period". Any monetary penalties incurred shall be added to the assessment owed to the Association by the owner, and shall become part of the lien provided for in Article VIII of the Declarations. Until such time as the amount incurred as penalties are paid, the Association is under no obligation to accept the owner's future reservations and may cancel future reservations previously made by such owner. Once you occupy a site for a reserved period, you cannot move to another site/rental without a \$50.00 penalty unless the site impedes full functionality of the RV/Camper.

c. An owner may cancel on the front of a reservation but not add to the end of their reservation. The owner must change sites.

9. CHECK IN/OUT TIME: Check in time is 2:00 P.M. for sites and rentals. Check out time is 12:00 noon for sites and rentals. Sunday is 1:00 PM except for rentals. There will be a late check out fine of \$10.00 per hour, not to exceed \$50, unless due to an emergency. This applies to rentals and sites.

#### C. VEHICLES:

1. All vehicles on the Resort grounds must have an owners or visitors pass on the rear-view mirror. A daily permit to park on a vacant camp site may be obtained from the office for motorized vehicles only and is good until 9:00 A.M. the following day. If vehicle is not moved from the site by 9:00 A.M. the violator will be fined \$50.00. These permits will be issued on a daily basis and a new permit must be obtained from the office or Security by the owner. Parking in any way that would impede traffic is prohibited. The Chapel parking area is reserved prior to and during scheduled services at the Chapel for those attending functions at the Chapel.

2. Golf Cart Trailers/Tow Dollies are to be parked at the drop off/pickup area located at the end of the chapel parking lot. The maintenance staff will transport these trailers/dollies to a designated storage area until requested by the office to return them to the drop off pick up area for the owner's departure. All locks must be unlocked. Owners U# must be placed on the tongue or front of trailer. There will be a charge of \$1.00 per day or \$10 per 14 days not to exceed \$20 per month. Any towed apparatus other than a RV or camper must have a unit number clearly marked on such apparatus.

3. All owners' motor vehicles, trailers, and personal property (not including paid for storage items) must be removed from the park and cannot be stored in the park unless the owner is in the park during an authorized reservation period.

4. SPEED LIMIT IS 10 MILES PER HOUR IN THE RESORT AREA. Please observe one-way streets and Stop signs.

5. Skateboards, hover boards, electric scooters, roller, and blade skates, are prohibited. Motorized vehicles that are prohibited are ATV, UTV, ORV, OHV, side by sides, RZR, go karts, mini-bikes, etc. Golf carts, wheelchairs, and e-bikes (for those 18 years and over) are the only motorized vehicles allowed in the park. Golf Carts must have not more than 2 seats, and be no longer than 122 inches in length, 55 inches wide; a maximum of four (4) wheels. However, any cart going into storage, must be no longer than 110" long or 52" wide. Front and rear lights will be required for night use. Golf carts

and similar type vehicles must be operated by licensed drivers only, with all persons in a golf cart seated in a seat. Learner licensed drivers must be accompanied by a licensed driver.

Violation of the driver's license policy will result in a \$50 penalty. Motorized wheelchairs and other handicap vehicles are permitted. Motorcycles and bicycles are permitted; however, bicycles must display owner's unit number on a tag provided by the office before being ridden. If they are ridden recklessly or endangering the safety of others, the rider will be denied the privilege to ride at any time during the current stay at the resort and/or may be fined.

6. Bicycles are not allowed on sidewalks, pool areas, or Clubhouse area, and should be parked in bike racks provided. Helmets must be worn while on bicycles by those 18 years of age and younger (State Law). The riding of bicycles in the park after dark is prohibited. Electric bikes (E Bikes) are allowed in park. All ages must wear a helmet if riding an E Bike. Must follow all stop signs and speed limits posted in the park.

#### D. STORAGE OF CAMPING UNITS AND GOLF CARTS AND UTILITY TRAILERS

1. Permanent storage facilities for owners of undivided interest are provided on a "space available" basis. Owners may inquire if space is available in the office. Fees for storage are as follows: \$32.50 monthly or \$390 if paid annually.

2. Temporary Storage may be reserved on a space available basis, 24 hours prior to checking out from your regular camping site. A unit may be left in temporary storage for not more than 14 days. The fee is \$3. per day plus **\$50.00** for maintenance to move in and out of storage. Temporary storage sites will be available over major holidays.

3. Off/On Fees: To compensate for employee's time involved in moving campers to and from storage and from site to site the following fees will apply:

|                        |         |
|------------------------|---------|
| From storage to site - | \$25.00 |
| From site to site -    | \$25.00 |
| From site to storage - | \$25.00 |

There will be a **\$20.00** charge for Resort employees assisting with setting up campers on site for those owners that are not physically able to do so. A current handicap sticker must be on record in the office. In assisting an owner this will be; connect/un-connect power cord, water hose, sewer hose, cable, leveling camper, and raising/lowering front and back jacks. ALL dump valves must be closed to avoid spillage. All owners requiring a full hookup by the staff must have an additional shut-off valve installed. Water will not be turned on.

4. Only Resort staff will be allowed to move an RV to and from permanent storage. An owner will be allowed to accompany the Resort staff when moving their RV, however owners will not be allowed to operate Resort vehicles. The office must be advised of owner's arrival date no later than 3:00 PM in order for the unit to be placed on site prior to 5:00 P.M. on that date. The Maintenance Staff shall have the discretion to place the RV in any of the appropriate storage areas.

5. Washing of campers, golf carts and vehicles is unlimited by signing up in the Office, **paying \$10 and checking out a GREEN bucket which indicates that permission has been given. There is a \$20 deposit required.** We must comply with White County water restrictions as to particular days allowed

to wash. Commercial washing firms must use their own water if the owner has not secured a red bucket. Storage campers may be washed twice in a year at no charge.

6A. A storage facility is provided for golf carts on a space availability only basis, provided the golf cart is no longer than 110" and no wider than 52". The fee for golf cart storage is \$15.00 per month or \$180 a year where electricity is provided and \$10.00 per month or \$120 per year for golf cart storage without electricity.

6B. A storage facility is provided for utility trailers on a space availability only basis provided trailer is no longer than 16' and no wider than 10'. The fees are \$10 every 14 days, unless on a yearly contract, then it's \$180.00 per year.

7A. Golf Carts stored in the paid storage areas with protective covers must have the owners U-number displayed outside on the protective cover. If parked in someone else's space, a fine of \$10.00 will be imposed.

7B. Trailer/Dollies that are parked in someone else's space will be fined \$10.00.

#### E. RENTAL UNITS:

1. A number of travel trailers/park models owned by the Resort are provided for rent by owners and their guests. The same reservation procedure applies to the rentals as other sites. Rates for travel trailers are \$60 per night, unless a single weekend night Friday or Saturday is booked then the rate is \$70 per night. The park models are \$70 per night Sunday through Thursday, \$80 per night Friday and Saturday (unless a single weekend night is booked then the rate is \$100.00). \$490 for the entire week. Weekly rates for travel trailers and park models would apply through the weekend if the unit is rented for the entire week (7 days). There will be a \$1.00 per night reservation fee assessed when a rental reservation is confirmed. There will be a \$25.00 non-refundable clean up fee when having a pet or pets in a pet friendly camper. A current copy of each pet's shot record is required at check in. Fees must be paid at check-in with no refunds for cancellations of any portion of the time period.

2. No Rental reservation can be cancelled in part. All cancellations shall be in full, and re-made for days wanted, you will no longer be allowed to "shrink" down your reservation. If there is a waiting list for your desired dates, you will be added to the "wait list". If you choose to keep your original reservation, you must stay and pay for the original number of nights reserved. There is a 24-hour Notice of Cancellation required. A fine equivalent to a one-night stay in a rental will be levied if sufficient cancellation notice is not given.

Should an emergency arise, requiring early check-out, the fee will be \$70 per day for each day of use. The owner must petition the Board for a refund of the balance of the fee paid. This will be handled on a case-by-case basis.

3. No linens are furnished for the rental units and none are available at the office.

4. Check in time is 2:00 P. M. and check out time is 12:00 noon for rental units.

#### F. LEASING:

1. Leasing of an undivided interest to a non-owner will be permitted on a yearly basis (January 1 to December 31). In order to lease an undivided interest, the owner (lessor) or the lessee must pay to

the Resort the sum of \$300 in advance for the annual lease. This is in addition to any moneys paid to the lessor by the lessee.

2. All such leases must be approved by the Board of Directors. Each owner may lease only one (1) undivided interest, and each lessee may lease only one (1) undivided interest.

3. Such leasing gives the lessee the exclusive use of the lessor's undivided interest during the lease period and the owner does not have to "sign in" the lessee. The owner surrenders his gate card and a new card will be issued to the lessee for their use during the lease period. The only right the owner retains is the right to vote at Association meetings.

#### G. USE OF FACILITIES:

1. UNICOI SPRINGS CAMP RESORT shall be used solely for camping, hiking, or other recreational uses normally associated with camping, or as authorized by the UNICOI SPRINGS OWNERS ASSOCIATION.

2. No portion of UNICOI SPRINGS CAMP RESORT shall be used in such a manner as to obstruct or interfere with the use and enjoyment by the owners on any camping site other than the camping site that may be reserved lawfully by the owner nor shall any nuisance or illegal activity be permitted to occur upon any camping site or within the UNICOI SPRINGS RESORT facilities.

3. No above ground or underground construction, improvement, or fixture of any kind or nature and/or fence or walls of any kind shall be constructed, maintained, or permitted upon any portion of the UNICOI SPRINGS CAMP RESORT by any owner or guest.

4. No portable latrine or system for deposit of sewage or gray water are permitted on any camping site other than as may be permanently attached and enclosed within a recreational vehicle and attachable to a camping site sanitary sewer system receptacle with a leak proof collar. All owners should exercise careful attention when connecting and disconnecting the sanitary sewer system to the Unicoi Springs sewer line. Owners are warned not to allow any sewage spillage on the campsite. ALL dump valves must be closed to avoid spillage when moving your camper. Any occurrence shall be reported to the Resort office immediately. Failure to report the incident will result in a fine of \$25.

5. Each camping site is supplied with a wood picnic table and various camping sites have wood decks and or concrete pads. No wood picnic table or deck shall be cut, axed, chopped, carved, or in any way damaged or mutilated for use as firewood.

6. All trash, garbage, rubbish, and other refuse is to be tied up in a leak proof bag and deposited in the dumpsters located at the north end of the parking lot in front of the Resort. Each camper or person is responsible for taking his or her garbage to the dump container. If any persons are disabled and cannot dispose of their trash or garbage, they should advise the office personnel in advance so that arrangements can be made to dispose of their trash or garbage.

7. Camping and occupancy at UNICOI SPRINGS CAMP RESORT shall be limited to camping sites as might be shown on the plat of the Resort. Free standing tents used as the primary camping unit may be placed on any site, however, staked tents must be used only in the designated tent camping sites. A free standing two to three-person tent may be placed on the site along with the primary camping unit, but it must be totally confined to the same site as occupied by the owner.



8. No camper is to leave a lighted fire smoldering or unattended. All cooking sources must be extinguished when cooking is complete. Charcoal, gas and electric are used for cooking only. Outside heat source will be permitted at a camp site if it's a gas or charcoal fire pit. All fires burning wood and/or wood chips must be built within the designated fire rings located within the Resort, and all such fires are to be extinguished upon leaving the fire ring. When there is a no burn ban in White County red flags will be exhibited. The no burn ban will only permit charcoal, gas, and electric grills for cooking.

9. No owner shall use any clothes drying lines on any camping site nor hang any laundry to dry within the camping site, other than in an area removed from view of other camping sites and roads throughout the Resort.

10. No digging, excavation, alteration of terrain, or other activity which shall alter the natural condition of the camping site shall be done by any camper other than the normal staking of tents in the tent area.

11. Each camper shall assure that any running water available to the camping sites is adequately turned off upon termination of occupancy of the site.

12. Flyers, signs, advertisement, or posters will be permitted during designated Craft Fairs and/or Yard Sales. Signs, flyers and posters allowed on their site, golf cart and vehicles but limited to no larger than (3) feet by (3) feet.

12A. All fund-raising activities by owners/members shall require the approval of the Unicoi Springs Board of Directors prior to such activity and conducted in accordance with current rules and regulations. All funds, donations or cash sales received through such efforts shall be reported to and deposited through the U.S.C.R. office for accounting and disbursement for approved activity. Any and all purchases shall become the property of U.S.C.R. for the use of all owners/members.

13. Children Equipment Policy: Children under the age of 13 are not allowed to check out equipment. An adult must check it in and out for the children. Teenagers 13 and up may secure a check out card in the office.

14. Individuals or groups of owners may use the Pavilion or Activities Building if they are not being used for a planned activity by the Activities Committee. An owner may make reservations 14 days in advance in the office for such use and the owner is responsible for cleaning up the area used.

15. Camping units are not to be left unattended, except for two (2) nights during any fourteen (14) day reservation period. The office must be notified in advance of the time the site will be unattended, and owners must sign out prior to leaving the unit unattended, and sign back in upon their return. Violators will be assessed \$10 for the third night and \$50 for each additional night that any unit is left unattended without permission and signing out.

16. A curfew is in effect for children 15 years and under unless accompanied by an adult from 10:00 P.M. - 7:00 A.M. Quiet time is to be observed in the park from 11:00 P.M. until 7:00 A.M.

17. Pool hours are from 8:00 A.M. until 10:00 P.M.

No food or drinks are allowed in the pool areas, however pure, unflavored water in plastic bottles will be allowed. Lounges and chairs may not be "reserved" by placing belongings on them prior to owner's arrival at pools. Once a seat has been unattended 30 minutes, towels and belongings may be removed and the chair or lounge used by another guest.

18. No smoking or use of tobacco products is allowed in park buildings. No alcoholic beverages or illegal drugs are allowed in park buildings or other public areas of the park. The smoking area was moved from in front of the outside fireplace to the upper south west corner deck only. No smoking is allowed in other areas of the porch.

19. Except in the case of use by immediate family (mother, father, children, husband, wife) together and at one time, use of an undivided interest shall not exceed five (5) people at any one time.

20. In the case where an ownership is owned by more than two people, two of the owners must be designated to conduct all business with the Resort, including making reservations. The office must be advised of who is designated to receive billing, correspondence etc.

21. A temporary covering can only be used up to 10 days to cover a camper or motor home while repairs are being performed. Should an owner need extra time, a request must be submitted to the office with specific and acceptable reasons for an extension. After 10 days if the issue hasn't been addressed a \$50.00 fine will be imposed.

22. A non-refundable deposit will be submitted with each bid on surplus property. The bid will be 1/3 of the requested minimum bid of each item being bid on. All surplus property will be sold as is. The deposit must accompany the bid. Deposits will be returned if you are not the winning bidder.

#### H. Pet Policy:

(1) All Pets must be on a leash not to exceed six feet in length. Leash must be controlled by person with the pet. Retractable leashes are not acceptable, unless confined to six feet, except in pet walk area. All pets must be on a leash, or in a cage when outside owner's RV. Pet walks are available for all pets and should be used. Pet walks are identified on the map.

(2) Pets are not allowed in public areas such as the clubhouse, office, activity building, playgrounds, swimming pools or chapel. At no time, should a pet be put on a picnic table. No pets are allowed in or around rental units or on the site in which the rental units are located, except in rental units # 8 & 65 that are posted as pet friendly. Anyone having a pet in a NON-PET RENTAL will be fined \$50.00 PER PET, PER DAY.

(3) Pets are not to be chained or tied in the campground, except at owners site. Pets may be kept in cages outside the registered owner's RV, or may be tied on site if the pet is restrained to the site and the owner is present. Do not leave pets unattended in a cage.

(4) Each owner is responsible for pet clean up in the park. This includes pet walk area. Bags are available at each pet area. Storage areas are "off limits" to pets. Pets must be controlled and kept off other members' sites.

(5) A member of the resort has the right to report infractions of the pet policies and proper action will be taken. If an owner is found in violation of pet policy, they will be fined \$25.00 for First Offense. This fine is for a pet or pets that has a violation other than being in a rental. (See #2) If violation occurs again within (3) months, then the owner will be required to come before the Board to explain why they cannot abide by the pet rules. Fine doubled.

(6) We are a "pet friendly" resort. In the event of a Severe Weather Warning, which necessitates the evacuation of members to a designated shelter, member is allowed, and encouraged, to bring their pet(s) with them, and into such designated shelter, provided, said pet(s) are properly restrained by their owners, either in a carrier, are hand held, or on a leash. It is the intention and policy of Unicoi Springs Camp Resort to accommodate any person using a guide dog or service animal assisting them while in Unicoi Springs Camp Resort. Our office staff shall make every effort to accommodate their request for accommodations. They must be an owner, or guest of an owner to use any camper unit, or facilities so approved by our office staff.

#### I. GOLF CART INSURANCE COVERAGE:

Unicoi Springs Camp Resort requires owners to carry adequate insurance on their golf carts, and present proof of insurance to the office. Owners must purchase a "Proof of Insurance" sticker from the office for \$5 for a yearly operational permit. Owners are required to display their U numbers on golf carts.

#### J. SANCTIONS:

In the event of violation of any rules or policies by the owner, his family, or his guest, an owner's privileges and rights as an owner, including use of the facilities, may be suspended in accordance with the Declarations and By - Laws of the UNICOI SPRINGS OWNERS ASSOCIATION. In addition, in the event of violation of any rule or policy a member may be fined in an amount not to exceed fifty (\$50) except when violating Pet Policy rule # 2 or, in the event of continuing violation, not to exceed fifty (\$50), except when violating Pet Policy rule # 2 for each day of violation. Fines, if assessed, shall be paid within thirty (30) days of the time of the assessment, and if not paid an owner's rights and privileges will be suspended for the duration of the period of non-payment. Prior to suspension of rights, expulsion, or assessment of a fine, an owner shall be notified of the violation in writing and shall have the right to appear before the Board of Directors either personally or through a representative to be heard on his behalf.

These Rules and Regulations supercede any and all previously published rules and are the Rules and Regulations in effect as of the date listed below.

Revised 11/18/2022

