



# Big Canoe<sup>®</sup> POA

## Big Canoe Property Owners Association RULES AND REGULATIONS

*Effective August 23, 2018*

Adopted by the BOARD OF DIRECTORS of the  
BIG CANOE PROPERTY OWNERS ASSOCIATION

### **Prologue to the Rules and Regulations of the Big Canoe Property Owners Association**

The Rules and Regulations contained herein have been established, and will be enforced, under the authority granted to the Association's Board of Directors by the "Amended and Restated General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association and Big Canoe Company" dated March 26, 1988, and by the Amendment to that document dated December 21, 1994.

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# **A. RULES AND REGULATIONS PERTAINING TO PROPERTY OWNERS, TENANTS, AND GUESTS**

## **A. 1 General Enforcement Provisions**

### **1. Purpose**

1.1 The purpose of this rule is to establish in accordance with Article VII, Section 5 of the Declaration, a Fining and Suspension Procedure and a schedule of fines, associated charges, and other sanctions that the Association may levy as the result of violations of its collective RULES AND REGULATIONS and of violations of restrictions in its "Amended and Restated General Declaration of Covenants and Restrictions", its "Class A Covenants", and its "Class B Covenants" where those fines, associated charges, and sanctions are not specifically defined elsewhere in these RULES AND REGULATIONS.

### **2. Fining and Suspension Procedures**

2.1 The Board shall not impose a fine or suspend the right to vote or to use the Common Property (unless a Property Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association in which case such suspensions shall be automatic); unless and until notice of the violation is given as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent by certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction being imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the sanction, or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within (10) days of the date of the notice; and (iv) the name, address, and telephone number of a person to contact to challenge the proposed action. If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for a hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule a hearing, affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall not be less than ten (10) days from the giving of notice without the consent of the violator), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may establish rules of conduct for such hearing, which may include limits on time and the number of participants who may be present at one time. This section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed. Failure to request the hearing in a timely manner as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the By-Laws, or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph (a) above.

### **3. Schedule of Fines**

- 3.1 The fine for a first offense is \$50. If the offense is continuing in nature, the fine will be \$50 per day beginning ten (10) days after the date of the notice.
- 3.2 The fine for a second offense of the same type violation committed within twelve (12) months of the notice of the first offense will result in a fine of \$100. If the offense is continuing in nature, the fine will be \$100 per day.
- 3.3 Third and subsequent offenses of the same type violation committed within twelve (12) months of the notice of the first offense will result in a fine of \$100 per day. Each day the violation continues will constitute a separate offense.
- 3.4 Notwithstanding the foregoing progressive schedule of fines, the Board, at the recommendation of the General Manager, may declare a given violation to be of a serious nature, and may assess a fine of up to \$5,000 for any one offense, or a fine of up to \$5,000 and up to \$500 per day for a continuing offense.

### **4. Associated Charges**

- 4.1 Interest and costs of collection shall be added to any fines levied as a result of any violation of these RULES AND REGULATIONS or other governing documents if such fines are not paid within thirty (30) days after written notification.
- 4.2 Unpaid fines, as well as interest and other charges thereon, will become a charge against the account of the involved Property Owners, and will be subject to the full collections procedures of the Association.

### **5. Covenants and Restrictions**

- 5.1 If over time the Covenants and Restrictions change, the most restrictive of the Rules and Regulations or Covenants and Restrictions will always apply.

### **6. Responsibility for Actions**

- 6.1 Property Owners will be held responsible for the actions of themselves, their family members, and their Tenants and Guests.
- 6.2 To the extent that they can be identified, renters or lessees of the same property for more than thirty (30) consecutive days will be served with a copy of notices sent to the Property Owner.

## **A. 2 Violations of a Serious Nature**

### **1. Purpose**

- 1.1 The purpose of these rules and regulations is to identify violations of a serious nature and establish penalties for such actions.

### **2. Definition**

- 2.1 Actions that constitute potential threats to the health or welfare of human beings, to their property, or to the wildlife and native vegetation within Big Canoe. Examples of such action include but are not limited to:
  - \* Discharging a firearm or any other lethal weapon;
  - \* Hunting, trapping, wounding, or killing wildlife;
  - \* Setting open outdoor fires or allowing such fires to be set;
  - \* Using fireworks of any type;
  - \* Improper disposal of, or failure to control hot coals, embers, etc. such that accidental fires occur or are likely to occur;
  - \* Improper use of poisons or herbicides; and

\* Conduct that is belligerent, hostile, harassing, threatening, or combative in nature.

### **3. Sanctions**

3.1 The Board, at the recommendation of the General Manager, may declare a given violation to be of a serious nature, and may assess a fine of up to \$5,000 for any one offense, or a fine of up to \$5,000 and up to \$500 per day for a continuing offense.

### **4. Enforcement**

4.1 Violations of the provisions of these Rules and Regulations will subject the appropriate Property Owner to sanctions in accordance with Rule A.1, "General Enforcement Procedures".

4.2 In addition to fines and other sanctions, the appropriate Property Owner will be responsible for the costs of repair for damage to POA or private property.

4.3 Guests who engage in misconduct as defined in these rules may be subject to a loss of rights to enter Big Canoe.

## **A. 3 Vehicle Safety and Control**

### **1. Purpose**

1.1 This regulation is drafted in accordance with Article IV, Section 3(f) of the Amended and Restated General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association (POA) and the Big Canoe Company as may be amended.

1.2 This regulation establishes the rules and controls applicable to vehicle operation within Big Canoe by Property Owners, Tenants and their Guests.

1.3 Corresponding rules and controls applicable to vehicle and work equipment operation by contractor, delivery, and service personnel are contained in Rule B.4.

1.4 Vehicle parking restrictions are covered in the applicable provisions of Rule A.6.

### **2. Traffic Rules**

2.1 All vehicles on Big Canoe roads must travel no faster than conditions safely permit, and no faster than the posted speed limit.

2.2 Vehicles must remain on right side of the road at all times.

2.3 On one-way roads vehicles are strictly prohibited from traveling in the direction opposite to that designated.

2.4 Passing of another moving vehicle is strictly prohibited.

2.5 Vehicles must come to a complete stop at all "Stop" signs.

2.6 In the absence of any "Stop" sign, vehicles entering a through street from a side street must yield to traffic on the through street.

2.7 Vehicles entering any intersection other than those covered by 2.5 and 2.6 above must proceed slowly and yield to traffic entering the intersection from their right.

2.8 Vehicles must not be driven recklessly so as to endanger the life or property of others.

2.9 Vehicular traffic must yield the right-of-way to pedestrian traffic at all times.

2.10 All traffic and vehicle control signs posted under the authority of the Property Owners Association must be obeyed.

### **3. Vehicle Restrictions**

3.1 Certain motorized vehicles are strictly prohibited from being operated by Property Owners, Tenants and Guests anywhere within Big Canoe. This list includes, but is not limited to, motorcycles, motor scooters, motorized bicycles, trail bikes, and all-terrain vehicles.

3.2 Golf carts are prohibited from operating on any roads of Big Canoe except as specifically marked for golf cart travel or crossing. All-terrain vehicles used by Big Canoe employees must have their lights flashing while traveling on Big Canoe roads.

3.3 Low speed vehicles with capabilities as defined in Georgia Code O.C.G.A. 40-1-1, and licensed for use on state roadways, may travel on Big Canoe roads. Personal Transportation Vehicles as defined in O.C.G.A. 40-1-1 are not included.

3.4 Single body vehicles with a maximum width of more than eight (8) feet (including load), and/or a



maximum length of more than thirty-six (36) feet (including load), shall not be permitted to enter Big Canoe unless escorted by another vehicle equipped with flashing yellow lights. The Property Owner who is responsible for the vehicle is also responsible for escort arrangements during all travel within Big Canoe.

3.5 Truck trailer combinations may exceed thirty-six (36) feet in maximum length (including load) as long as the trailer does not exceed thirty-six (36) feet. If this length is exceeded, or if either unit exceeds eight (8) feet in maximum width, the above escort arrangement provision applies.

3.6 No double trailers are permitted.

#### **4. Vehicle Registration and Insurance**

4.1 All vehicles operated within Big Canoe must display a valid license tag and must have proper insurance as required by the State in which the license tag was issued.

4.2 Public Safety reserves the right to stop any vehicle and review proof of current registration and insurance.

#### **5. Vehicle Condition**

5.1 All vehicles operating within Big Canoe shall be in good repair with all major systems functioning properly. Brakes and drive train shall be capable of traversing the terrain with no risk to the operator or to other traffic or property. Exhaust systems deemed excessively loud per A.15 Noise Control are prohibited.

5.2 All vehicles shall have properly working lights including taillights, stoplights, and front and back turn indicators.

5.3 All trailers shall have properly working lights including taillights, stoplights, and turn indicators.

#### **6. Operator Requirements**

6.1 Operators must hold a valid operator's license appropriate for their type of vehicle and must be able to produce this license when requested to do so by Big Canoe Public Safety.

#### **7. Enforcement**

7.1 Big Canoe Public Safety will enforce these rules using all reasonable means at their disposal, including the use of radar, laser, video and other devices.

7.2 Violations of the above Rules and Regulations by Property Owners, Tenants and Guests will subject the Property Owner, Tenants and Guests to sanctions in accordance with Section 8 following.

7.3 Minor offenses may result in a verbal or written warning.

#### **8. Sanctions**

8.1 All vehicles

First offense 1 to 10 MPH over limit \$25; Second and future offenses \$50

First offense 11 to 15 MPH over limit \$50; Second and future offenses \$100

First offense 16 to 20 MPH over limit \$75; Second and future offenses \$150

First offense 21+ MPH over limit \$100; Second and future offenses \$200

8.2 Reckless driving is defined as driving any vehicle in reckless disregard for the safety of persons or property. Penalties for reckless driving can result in a fine of \$100 for cars or light vehicles, \$200 for mid-sized trucks and \$300 for large trucks. Reckless driving citations may be issued at the sole and absolute discretion of Public Safety and the Association if a driver has been involved in or caused an accident, or is witnessed, by Public Safety, crossing the center line whether a painted center line exists or not. Posted speed limits are set for ideal conditions. Big Canoe Public Safety may issue citations for "driving too fast for conditions" at any speed given prevailing conditions which include but not limited to:

\* weather

\* condition of road

\* time of day

\* condition of operator

\* operator distractions

\* presence of other vehicles or pedestrians

\* fines for “driving too fast for conditions” will follow the fine structure

8.3 If a Guest fine remains unpaid thirty (30) days after a Guest has been notified (by mailing to the address shown on his or her driver’s license) of a fine assessed for a traffic violation, that Guest will not be permitted to operate a vehicle within Big Canoe until the fine is paid.

## **9. Drones**

The Federal Aviation Administration (the “FAA”) regulates the flight of unmanned aircraft. As used herein, a drone is any aircraft without a human pilot on-board, including unmanned aircraft systems (“UAS”) or unmanned aerial vehicles (“UAV”), with or without video capabilities. The flight is controlled either autonomously by onboard computers or via remote control by an individual.

The use of drones in Big Canoe requires compliance with all applicable federal and local laws, as amended from time to time, including but not limited to, the FAA Model aircraft Rules, specifically the FAA Modernization and Reform Act of 2012, and FAA’s drone registration requirements, begun in December, 2015, and in accordance with the Academy of Model Aeronautics (“AMA”) safety code, as amended from time to time. The following limitations also apply:

9.1 Drones must be operated during daylight hours and may not produce noise that is annoying to others.

9.2 The owner/operator of a Drone is responsible for any damage or injury caused by the drone.

9.3 If a drone is flown with video capabilities (i.e. first person video – “FPV”) it must comply with AMA’s FPV Rules (AMA Document #550), as amended from time to time.

9.4 Drones may not be used for following or photographing residents or guests, and may not collect or transmit images of people, structures or vehicles where a reasonable expectation of privacy exists, without the written permission of the land owner and or person/people being photographed.

9.5 Drones operated in violation of the law, or in a manner significantly inconsistent with this policy may be confiscated and turned over to the FAA or other appropriate authority. The POA will not be responsible for inadvertent damage to a drone that occurs as a result of confiscation, transport or storage.

9.6 Recreational Drones

(a) Recreational Drones must be for hobby or recreational purposes only and must weigh less than 0.55 pounds which is the amount currently requiring FAA registration.

9.7 Commercial Drones

(a) Commercial drone operations are not permitted in Big Canoe, with the exception of residential home inspectors utilizing drones to inspect and photograph the exterior of homes for their clients, professional photographers capturing images of homes for sale, and with specific daily approval, professional drone operators capturing images of special events in Big Canoe on behalf of the event organizer. Said authorization must be obtained from the General Manager or Director of Public Safety or his/her designee.

(b) Commercial operators must have liability insurance coverage for drone operations of at least \$1,000,000.

## **A. 4 Control of Domestic Pets**

### **1. Purpose**

1.1 This regulation is to establish controls on the behavior of pets and pet owners.

### **2. Provisions**

2.1 Only those animals which are typically identified as domestic pets may be brought into and/or maintained within Big Canoe.

2.2 All pets must be quartered overnight within the main residence structure, and necessary precautions must be taken to assure that the tranquility of other residents is not disturbed by any action of the pets. A garage is not considered to be part of the main residential structure.

2.3 No dog will be “staked” or tied in a yard at any time under any circumstances.

2.4 Every dog shall be restrained and controlled so as to prevent it from harassing passersby, chasing

vehicles, or attacking persons or other animals.

- 2.5 The Property Owner, at whose property a pet is residing or visiting, will at all times be responsible for assuring that the pet does not constitute a nuisance of any type to other Property Owners, Tenants, and Guests. A dog that barks, bays, cries, or howls, or makes any noise continuously for a period of ten minutes, or barks intermittently for one half hour or more at any time of night or day, will be considered a nuisance under this regulation and will be subject to enforcement provisions.
- 2.6 Any property owner or rental agency allowing a renter (long or short term) to have a pet on Big Canoe property shall have said renter sign a compliance form accepting responsibility for reading and abiding by these regulations.
- 2.7 The owners of dogs will be required to register their dog with the POA to validate the identification of the pet. Upon registration, the pet owner will fill out a registration form and be issued a Big Canoe tag with the number corresponding to that form for a nominal fee. The owner is required to adhere to any and all Georgia State laws regarding their pets. Renters, Tenants, and Guests who bring dogs inside the gates of Big Canoe may also register their animals with the front gate attendant when they arrive and check in.
- 2.8 No dog shall be allowed inside the gates of Big Canoe being transported in the back of a pickup truck or open vehicle pursuant to Pickens County General Ordinance 14.26.
- 2.9 Feeding of domestic pets outdoors is prohibited as it may attract wildlife.

### **3. Enforcement**

- 3.1 Free running dogs, that are not properly tagged and/or registered with the POA will be considered strays and may be removed from Big Canoe by Public Safety or other government agency.
- 3.2 The procedures for Property Owners to report a nuisance animal are as follows:
  - (a) Contact the animal's owner directly, explaining the nuisance, thus giving the pet owner the opportunity to alleviate the disturbance.
  - (b) If this communication is not satisfactory, contact Public Safety in writing, detailing the nuisance and any previous contacts with the owner. A copy of the complaint along with a warning letter will be sent to the offending pet owner.
  - (c) If Public Safety receives an additional written complaint within 10 days, a citation will be written and delivered to the pet owner. The pet owner will be subject to sanctions in accordance with Rule A.1, General Enforcement Procedures.
  - (d) If after another 10 days, an additional written complaint is received, the pet owner may be directed to remove the offending animal from Big Canoe. To reduce the possibility of a personal "vendetta" against a pet owner by a single resident, the order to permanently remove an animal will not be sent unless signed complaints have been received from residents of at least two different properties.
- 3.3 Violations of the above rules and regulations by Property Owners, Tenants, or their Guests will subject the Property Owners to sanctions in accordance with Rule A.1, General Enforcement Procedures.

## **A. 5 Amenity and Automated Gate Restrictions on Delinquent Property Owners**

### **1. Purpose**

- 1.1 This regulation defines the restrictions on amenity usage and automated gate access for delinquent owners.

### **2. Enforcement**

- 2.1 In addition to established collection procedures, delinquent accounts will also be subject to the suspension of amenity privileges for the duration of the delinquency.
- 2.2 If a Property Owner has a past due balance of more than sixty (60) days, the following will apply:
  - (a) Loss of all amenity usage rights and privileges for Property Owner, Tenants, and Guests for amenities owned by the Association.
  - (b) Loss of all member charging and member discount rights.

- (c) Loss of right to vote on membership issues.
  - (d) Loss of right to be a member of a standing or ad hoc committee of the Association or the Board, or elected to the Board itself.
  - (e) Loss of access to the Member Only section of the POA web site.
- 2.3 If a Property Owner has a past due balance of 120 days or more, the following additional sanctions apply:
- (a) Transponders will not be issued, and use of the Automated Gate System will be suspended.
  - (b) Non-Delinquent Property Owners who call in or obtain entrance for a Delinquent Property Owner will be fined \$100 per entrance of the Delinquent Property Owner.
  - (c) Property Owner, Tenants, and Guests (including delivery services, repair services, contractors, etc.) may only enter property through visitor lane.
  - (d) An Entrance Fee (toll) of \$100 per vehicle per entrance must be paid in cash to the Public Safety personnel on duty.
- NOTE: Any account which becomes 60 days in arrears three (3) times or more during any 24 month period will incur the provision of 2.3 above even if the 60 day periods are not consecutive.
- 2.4 Unless otherwise provided by the POA, this suspension of amenity privileges and Automated Gate privileges will continue until all past due assessments, interest, costs, and attorney's fees on the account have been paid in full and the account has been returned to a "current" status.

## **A. 6 Restrictions on Posting Signs, Advertisements, Decorations and Notices in Big Canoe**

### **1. Purpose**

- 1.1 This regulation controls the posting or displaying of various commercial or personal notices, advertisements, signs, decorations, etc. on improved or unimproved lots and the common property of Big Canoe.

### **2. Provisions**

- 2.1 The display of signs, notices, advertisements, decorations, etc. on the common properties and rights of way of Big Canoe is prohibited, unless otherwise provided by the Board or their designee.
- 2.2 In accordance with the Covenants and Restrictions, no commercial signs, including "for rent", "for sale", and other similar signs shall be erected or maintained on any Residential Lot by anyone including but not limited to the Property Owner, Guests, Tenants, a realtor, a contractor or subcontractor, except with written permission of the Company or the Association, or except as may be required by legal proceedings.
- 2.3 The Property Owners Association (POA) has delegated the administration of the public space inside the postal facility to the Programs and Events Committee. The Programs and Events Committee is responsible for proposing specific rules for this space, obtaining POA approval, posting these rules conspicuously in the postal facility, and administering the rules.

### **3. Enforcement**

- 3.1 Violations of the above Rules and Regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

## **A. 7 Restrictions on Parking and Advertising Vehicles**

### **1. Purpose**

- 1.1 This regulation defines the restrictions on parking of vehicles on the Common Properties of Big Canoe, and prohibits "For Sale" signs on vehicles, parked within Big Canoe.

### **2. Provisions**

- 2.1 The roads, right-of-ways, greenbelts, maintenance areas, and other common areas of Big Canoe are not intended for overnight parking of any cars, trucks, recreational vehicles, trailers, or other over-the-road vehicles, not owned by the POA.
- 2.2 Property Owners wishing to temporarily park a vehicle on common property for more than 24

hours, shall make arrangements with the POA to use the storage yard on the East side of Steve Tate Road.

- 2.3 No vehicle of any type may display a “For Sale” sign while being parked within Big Canoe.
- 2.4 All recreational vehicles (RV’s, watercraft, ATV’s, etc.) and trailers must be stored in a garage or arrangements may be made with the POA to use the storage yard on the East side of Steve Tate Road, if space is available.

### 3. Enforcement

- 3.1 Fines may be imposed for violations of the above rules and regulations by Property Owners, Tenants, or their Guests and will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.
- 3.2 Vehicles illegally parked will be subject to being towed, without further notice, in accordance with A.1 Section 2.1 (c), in which event a towing and storage charge will be applied in addition to the above sanctions.
- 3.3 Unless otherwise provided, any vehicle that is legally parked on common property for more than thirty six (36) hours will be subject to being towed without further notice in accordance with A.1 Section 2.1(c), in which event a towing and storage charge will be applied in addition to the above sanctions.

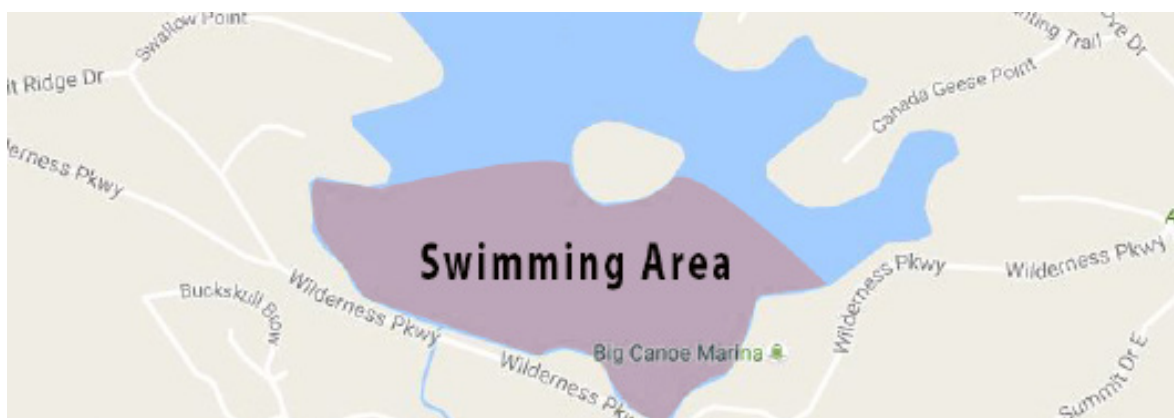
## A. 8 Boating Rules and Regulations

### 1. General

- 1.1 This regulation specifies the limitations and controls pertaining to storage and operation of boats on the lakes of Big Canoe. It applies to all bodies of water in Big Canoe where fishing and boating are permitted.
- 1.2 The term boat/watercraft is intended to include canoes, kayaks, pontoon boats, jon boats, paddle boats, paddle boards and sail boats.
- 1.3 The term Marina Supervisor is intended to include members of the POA Marina Staff.
- 1.4 The Marina Staff controls all boat registrations as well as slip rental.

### 2. Safety

- 2.1 Coast Guard regulations and common sense procedures for boating safety apply.
- 2.2 Life jackets in good condition must be available, one per person, for any boat on the water. Appropriate children-sized life jackets shall be worn at all times by each child 12 years and under while in or on the water. Paddle board users shall wear a life vest at all times regardless of age.
- 2.3 No swimming or wading is permitted from the shore or docks of any lake in Big Canoe except for the designated swimming area of Lake Disharoon.
- 2.4 Swimming is permitted from watercraft on Lake Petit during the designated swim season in specifically designated area as indicated in the map. Swimming is prohibited within 50 feet of any shoreline or the Marina slips or in any areas outside the designated area. The swim season is April 1 through September 30. Swimming, in season, is permitted during the hours of 9AM to 8PM.



### **3. Boat Criteria**

- 3.1 Boats/watercraft with internal combustion motors are strictly prohibited from all lakes in Big Canoe. The only exception is the POA owned rescue boat.
- 3.2 The maximum length, measured from tip of pontoon to motor to include the projection of the motor, for boats/watercrafts stored overnight on the lake is as follows:
- |                 |         |
|-----------------|---------|
| * Fishing boats | 15 feet |
| * Sailboats     | 18 feet |
| * Canoes        | 17 feet |
| * Pontoon boats | 22 feet |
| * All else      | 22 feet |
- Marina Supervisor has the authority to enforce maximum length limits.
- 3.3 All boats/watercrafts stored on the lake must be maintained in a seaworthy condition and kept free of trash to avoid being a visual nuisance. Boat seats, deck areas, convertible tops, and other boat equipment must be maintained in a serviceable condition.
- 3.4 Uncovered open hull boats stored afloat in the Marina must be equipped at all times with a properly operating automatic bailer to assure seaworthiness.
- 3.5 Boats/watercrafts partially or fully submerged will be considered a visual nuisance and will be subject to the consequences outlined in Section 7 of this rule.

### **4. Boat Storage Restrictions**

- 4.1 No boat/watercraft other than those owned by the Association may be left unattended or stored overnight on or around Lake Sconti.
- 4.2 No boat/watercraft may be docked or tied up on Lake Petit overnight except in the specified space rented from the Association by the owner of that particular craft.
- 4.3 No boat/watercraft may be beached overnight on any shoreline unless it is entirely off of POA Common Property and is not visible from the lake at any time of year.
- 4.4 No boat trailer may remain overnight at any Marina or on any other Common Property except for the storage yard near the North Gate provided for that purpose.
- 4.5 Boating accessories, such as covers, furnishings, appliances, coolers, fishing gear, etc. shall not be stored on the Marina docks at any time.

### **5. Boat Registration and Identification**

- 5.1 All boats/watercrafts stored or operating at any location in Big Canoe must have a current Registration Decal. These decals will be issued and managed by the Marina Office.
- 5.2 Registration decals must be displayed on the boat/watercraft.
- 5.3 All boat/watercraft brought into Big Canoe shall have a registration sticker prior to entry. Stickers will be available for purchase at the Gates. Any boat/watercraft without a sticker will be required to be stored at the Storage Facility across Steve Tate Highway.
- 5.4 Tenants and Guests wishing to operate a boat/watercraft in Big Canoe lakes must obtain a temporary permit from the Marina Staff.

### **6. Lake Petit Boat Space Rentals**

- 6.1 Space rental gives the renter exclusive use of a defined area and all personal property inside that space. The rental space is only for boat/watercraft storage.
- 6.2 Property Owners desiring to rent spaces for on-lake storage of a boat/water craft must call or meet with Marina Supervisor.
- (a) To be eligible to rent boat/watercraft storage space, an applicant must, at the time the Rental Agreement is executed, be a Big Canoe Property Owner in good standing as defined in the Covenants of the Association.
- (b) The assignment of such spaces shall be governed by a standard form of Rental Agreement between the applicant and the Association, and by all pertinent Rules and Regulations of the Association which may be in force either at the time of assignment or issued thereafter.
- 6.3 All Rental Agreements will be for a term of not more than one year, will have a common expiration

date of December 31, and will be subject to an annual rental fee amount as established from time to time by the Board.

- (a) Existing Rental Agreements will be renewed automatically each year by the Association for an additional term of one year, provided the renter remains a Big Canoe Property Owner in good standing and is at the time in compliance with all of the terms of the maturing Rental Agreement and all Boating Rules and Regulations of the Association.
- (b) Existing renters who advise the Association, by December 1, of a desire not to renew will be excused from any renewal payment and must remove their boat from the space not later than December 31 of that year.

6.4 When there are more applications than available spaces, the Marina Supervisor will maintain separate chronologically-based waiting lists covering, respectively, rack spaces, pontoon boat spaces (spaces and slots), and fishing and small boat spaces.

- (a) The Marina Supervisor will manage the waiting list process.
- (b) As a Marina space becomes available for reassignment, the Association may either remove the space from the available pool and retain it for common use, or reassign it to another qualifying Property Owner.
- (c) The Marina Supervisor will first attempt to extend the offer by way of a telephone call to the named Property Owner on the list. Failing that, a written notification may be sent to the Property Owner.
- (d) If that applicant does not accept the offer within a period of seven (7) days following such offer, or is not at the time a qualified Property Owner, his/her name will be removed from that waiting list, and the offer will be extended to the next named applicant on the list.
- (e) Qualified Property Owners may place their names on more than one waiting list, and removal from one list will not affect their status on other lists.

6.5 Rental agreements may be voluntarily terminated by the renter of record at any time prior to its expiration. The Association shall not be obligated to reimburse Owners for any portion of the rental fee paid for the Boat Slip prior to termination. Rental Agreements may not be transferred by the renter of record to another party except as permitted under Sections 6.6 and 6.7 following.

6.6 The renter of record may arrange for one or more partners to be registered in the records of the Association. This must be accomplished through the Marina Supervisor. Such arrangements do not change the primary relationship between the renter of record and the Association. The Association will continue to communicate solely with the renter of record on all matters relating to the space rental, and the renter of record is solely responsible in the eyes of the Association for honoring all the terms and conditions of the agreement, and for complying with all appropriate Rules and Regulations.

6.7 A renter of record may transfer the rental of a space to one of his/her partners if that partner has been formally registered as a partner with the Association for at least two years, and if that partner is, at the time, a Property Owner in good standing.

- (a) Upon acceptance of such a transfer by the Association, the original Rental Agreement will be cancelled, and a new Rental Agreement for the remaining term of the original Agreement will be executed between the Association and the new renter of record.
- (b) Where partnerships have not been registered for the required two years, the Association will consider, on an individual case basis, other compelling evidence indicating that the partnership has, in fact, been in effect for at least two years.

6.8 A renter of record who is a Property Owner in good standing may, at any time, transfer the rental of a space to his/her legal spouse.

6.9 When a renter of record becomes deceased, the Rental Agreement will be transferred to the surviving spouse if the spouse is, or becomes, a member of the Association in good standing. If there is no surviving spouse, the Rental Agreement may be transferred to a partner under the conditions outlined above. If there are no qualifying partners, the Rental Agreement will terminate.

## **7. Enforcement**

- 7.1 Violations of the above rules and regulations by Property Owners, Tenants, or their Guests will be subject to sanctions in accordance with Rule A.1, General Enforcement Procedures except that violations of Section 5.1 above will also subject the violator to a first or second offense fine of \$50 and result in a requirement to remove the boat from the lake immediately.
- (a) At the discretion of the General Manager, conditions of continuing violations may be addressed with an alternate provision other than that specified in Section 3.4 of Rule A.1.
  - (b) This alternate provision permits the Association, after the ten day grace period, to remove the offending water craft, at the owner's expense, from the lake to a storage location of the Association's choice.
  - (c) Notice of such removal will be sent by registered mail to the owner's address of record, and the owner will have 60 days to correct the violation(s) and any conditions that caused the violation(s). During this 60 day period, the owner may obtain release of the craft by curing the above problems and by paying all assessed fines and expenses.
  - (d) If, within 60 days, the owner has not corrected the violation(s), has not corrected any causal conditions, and has not satisfied any fines and/or expenses assessed as a result of this action, any lake space Rental Agreement or lease associated with the craft will be terminated. In addition, the water craft will not be released to the owner until all fines and assessed expenses are paid, and will include an additional \$200 fine for missing the 60 day limitation.
- 7.2 All others who violate the above rules and regulations may be subject to a loss of rights to enter Big Canoe.
- 7.3 Violations of the above Rules and Regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

## **A. 9 Fishing Rules and Regulations**

### **1. Purpose**

- 1.1 This regulation specifies the limitations and controls on fishing in the lakes of Big Canoe.

### **2. Fishing Privileges**

- 2.1 Fishing privileges are open only to: Property Owners, Tenants and their Guests; registered rental Guests; marketing Guests; and employees of the Association and the Company. Commercial fishing enterprises of any kind (e.g. fishing guides, etc.) are prohibited.
- 2.2 All persons engaged in fishing ashore or afloat, who are 12 years of age or older, must have a valid Big Canoe fishing permit or be listed on the current list of annual permit holders.
- 2.3 Children under the age of 12 years must be supervised by an adult. The creel limit of the supervising adult includes fish caught by the accompanying children.
- 2.4 Big Canoe fishing permits can be purchased on a daily, weekly, or annual basis. In no case, will a temporary fishing permit be issued for a period longer than one week.
- 2.5 Property Owners purchasing permits must show their current valid POA identification card or some other current proof of identification. Guests and Tenants must have either written or verbal, via phone, authorization from the Property Owner they are visiting to obtain a fishing permit.
- 2.6 Guests must purchase a daily fishing permit at the Marina office.

### **3. Fishing Location Restrictions**

- 3.1 On Lake Sconti, fishing may be from boats or banks, but is not allowed on or adjacent to any portion of the golf course, from a boat near these banks, or on open water in the line of flight from any tee box.
- 3.2 Fishing is permitted on Lake Disharoon subject to a specific set of restrictions governing seasons and location. These restrictions are posted at Lake Disharoon and are available in published form at the Marina.
- 3.3 Fishing is authorized on Toad's Pond and Blackwell Springs.



3.4 On Lake Petit, fishing is permitted from boats and from designated banks as follows:

- \* The shoreline along the spillway and dam;
- \* The shoreline surrounding the main Marina office;
- \* The North Marina.

3.5 Fishing is specifically prohibited from Property Owner slip rental docks or from boats inside the boundaries of the slip rental docks. The Marina supervisor is authorized to designate specific areas in the POA domain for small children to fish.

3.6 Bank fishermen are specifically prohibited from trespassing on private property.

#### **4. Fishing Methods and Catch Restrictions**

4.1 Creel limits are subject to change from time to time. Permit holders will be advised of creel limits.

4.2 Catch and release of trout is prohibited. Released trout are unlikely to survive.

4.3 No more than two hand-held lines may be used at any one time by one person.

4.4 Hook and line fishing is the only type allowed. All other methods (set lines, nets, etc) are prohibited.

4.5 The cleaning of fish on any lake or in the area of the Marina is specifically prohibited.

#### **5. Enforcement**

5.1 Violations of the above rules and regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures. In addition:

- (a) Any person violating daily creel limits will be subject to a fine of \$20 per fish for all fish in his/her possession over the limit stated in Section 4. Fines levied for the violation of these creel limits will be billed to the Property Owner or organization that authorized/requested the issuance of the permit being used. The violator will be issued a citation, must leave the lake immediately, forfeit all fish, and have his/her fishing permit suspended for the balance of its term.
- (b) Persons who refuse to permit inspection of their coolers, creels, live wells, stringers, or any other containers in which fish may be kept must cease fishing immediately and will be prohibited from future fishing in Big Canoe by permanent revocation of their fishing rights.
- (c) Any person fishing without a current fishing permit will be subject to a fine of \$30, will forfeit all fish in their possession and must cease fishing immediately.

5.2 Violations of the above Rules and Regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

### **A. 10 Littering Prohibitions**

#### **1. Purpose**

1.1 The purpose of this rule is to establish the anti-littering/trash management expectations of the Association related to Property Owners, Tenants and Guests.

#### **2. Provisions**

2.1 There shall be no littering in Big Canoe. All trash must be placed in receptacles provided for that purpose or removed from the property.

2.2 Cigarette and cigar butts are classified as litter, and they should be disposed of accordingly after they have been completely extinguished.

2.3 At the North Gate Trash and Recycle Facility, a violation of this rule will occur when any trash or other discarded objects are left on the ground.

2.4 All exterior residential trash containers must comply with the Architectural Control Guidelines.

#### **3. Enforcement**

3.1 Violations of the above Rules and Regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

## **A. 11 Wildlife Care and Feeding**

### **1. Purpose**

- 1.1 In keeping with the “natural environment” theme of Big Canoe, this regulation is intended to prevent wildlife from proliferating beyond the means of nature to sustain it, and to prevent wildlife from becoming nuisances or threats to Property Owners, Tenants, or their Guests.

### **2. Considerations**

- 2.1 Big Canoe’s natural environment and its surroundings provide an excellent habitat for all types of wildlife. The term “natural environment” implies nature taking its own course without human interference.
- 2.2 In abnormal times, if appropriate, the POA may provide wildlife feeding stations that are well removed from homes and home sites.
- 2.3 Feeding of any wildlife creates an “unnatural” dependence by the wildlife. This can lead to wildlife nuisance problems, instances of property damage, and even threat to human life.
- 2.4 Bird feeding, while seemingly innocuous, also attracts raccoons that can be a nuisance, and attracts bears that can be a threat.

### **3. Prohibitions**

- 3.1 Any feeding, intentional or otherwise, of any wildlife, including but not limited to deer, bears, feral cats, turkey and migratory water fowl is strictly prohibited. This includes feeder stations, broadcasting feed, or otherwise making readily available food (including salt licks) that would be attractive to these forms of wildlife.
- 3.2 Feeding of birds, except migratory water fowl and turkey is acceptable however, feeders must be removed from May to November.
- 3.3 Feeding of domestic pets outdoors is prohibited as it may attract wildlife.

### **4. Enforcement**

- 4.1 Violations of the above prohibitions by Property Owners, Tenants, or their Guests will subject the Property Owners to sanctions in accordance with Rule A.1, “General Enforcement Procedures”.

## **A. 12 Non-motorized Vehicle Rules and Regulations**

### **1. Purpose**

- 1.1 The purpose of this regulation is to prohibit non-motorized vehicles from operating on portions of Big Canoe and to identify those locations.

### **2. Provisions**

- 2.1 Non-motorized vehicles including bicycles, skateboards, scooters and other non-mechanically propelled vehicles are prohibited from using the major thoroughfares of Big Canoe. These are identified as:

- \* Wilderness Parkway
- \* Cox Mountain Drive
- \* Ridgeview Drive (except for the cul-de-sac beyond Toland Way)
- \* Petit Ridge Drive
- \* Wolfscratch Drive
- \* McElroy Mountain Drive
- \* Summit Drive between Wilderness Parkway and the intersection of Summit with East and West Summit
- \* Wildcat Parkway
- \* Wildcat Trail
- \* Cherokee Drive
- \* Choctaw Pass (from the Clubhouse to the intersection of Issi Run)
- \* Red Holly Way
- \* Redbud Pass
- \* Quail Cove Drive

2.2 Non-motorized vehicles must adhere to all the traffic rules contained in paragraph 2 of Rule A.2, “Vehicle Operations”.

2.3 Non-motorized vehicles may use the all trail systems within Big Canoe but must yield the right of way to pedestrians, and must adhere to a top speed of no more than ten (10) miles per hour.

### **3. Enforcement**

3.1 Violations of the prohibitions contained in this regulation by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1 “General Enforcement Procedure”.

### **4. Changes in the List of Prohibited Roadways**

4.1 The Board specifically delegates to the General Manager, or designated representative, the authority to change the list of prohibited roadways contained in Section 2.1 above at his/her discretion.

4.2 The General Manager may reissue this regulation to reflect changes to the list contained in 2.1 without any further Board action.

### **5. Use of Streets**

5.1 Neither streets nor cul-de-sacs can be blocked without prior approval of the POA.

## **A. 13 Rules for Business/Commercial Endeavors**

### **1. Purpose**

1.1 These rules apply to all business/commercial endeavors, as hereinafter defined, within Big Canoe that are not conducted in a “public and commercial unit” or on a “public and commercial site” as those terms are defined in Article I of the Amended and Restated General Declaration of Covenants and Restrictions for The Big Canoe Property Owners Association and Big Canoe Company (“General Declaration”).

1.2 These rules are intended to inform Property Owners of the restrictions for operating any business/commercial endeavor on single family or multi-family tracts.

### **2. Definitions**

2.1 Business/commercial endeavors shall be defined as having their ordinary and generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family, and for which the provider receives a fee or other form of compensation regardless of whether:

- \* such activity is engaged in full or part time
- \* such activity is intended to, or does, generate a profit
- \* a license is required.

2.2 Estate/Garage Sale- sale of items inside the residence not distinguishable from the outside.

2.3 Yard sale- public display of items for sale outside of the residence.

### **3. Restrictions**

3.1 Business/commercial activities may be conducted from the Property Owner’s residence so long as:

- (a) the existence or operation of the business/commercial endeavor is not apparent or detectable by sight, sound, or smell from outside the dwelling
- (b) the business activity does not involve visitation to a dwelling by employees, clients, customers, suppliers, or other business invitees in greater volume than would normally be expected for Guest visitation to a residential dwelling without business activity;
- (c) the business activity conforms to all zoning requirements for the Property
- (d) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential dwellings in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services, and other such similar delivery services)
- (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, hazard, or offensive use, or threaten Public Safety or safety of other

residents of the Property, as determined in the General Manager, or designated representative's discretion

(f) the business activity does not result in a materially greater use of Common Area Facilities or Association services.

3.2 No family dwelling unit may be used solely for business/commercial purposes.

3.3 The guidelines above also pertain to garage/ estate sales. Yard sales are prohibited.

3.4 All garage/estate sales must have prior authorization from the POA a minimum of 7 days prior to the event.

#### **4. Enforcement**

4.1 Violations of the prohibitions contained in this regulation by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1 "General Enforcement Procedure".

### **A. 14 Rules for Use of Family Dwelling Unit by Tenants**

#### **1. Purpose**

1.1 These Rules are adopted pursuant to the authority expressly stated in Article VII, Section 5 of the Declaration, as amended, for the purpose of imposing reasonable restrictions on the conduct of Tenants and Guests and establishing duties of Owners of leased property.

1.2 These rules are imposed to address and encourage the use and enjoyment of the property by Tenants and Guests that respect the right of Owners and residents to the peaceful use and enjoyment of a family dwelling unit.

1.3 These rules recognize the transiency of Tenants and Guests and necessitates the ability to impose fines and fees more expeditiously than permitted by A.1.

#### **2. Definitions**

2.1 Leasing – "Leasing" means the occupancy of a family dwelling unit by any person(s) other than: (1) the owner or a parent, child or spouse of an owner (collectively referred to as "Authorized Occupancy"); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the dwelling as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, shareholder, member or employee of an owner that is a corporation; a manager or member of an owner that is a limited liability company; a partner of an owner that is a partnership; or a trustee or beneficiary of an owner that is a trust; provided the owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

2.2 Short-Term Lease(s) – means the occupancy of a family dwelling unit by any person for 30 consecutive days or less.

2.3 Guest – means any person who occupies or visits a family dwelling unit during a short term lease.

#### **3. Restrictions**

3.1 The following apply to Short-Term Leases:

(a) The Owner shall complete a Short Term Lease Registration Form prior to executing any short-term lease. Owner shall be responsible for updating the information as necessary. This will be a one-time process unless a change of ownership occurs. Failure to register may result in a fine not to exceed \$500 and Guests may not be allowed to enter.

(b) Owner shall complete a Guest Arrival List prior to any short-term lease and return it to Big Canoe POA. The Guest Arrival List must be provided before Guest arrival; 48 hours prior to arrival is preferred.

(c) Only the Guests named on the list will be issued a Guest pass and allowed to enter for the short-

- term lease.
- (d) Guests are not permitted to authorize access to others to Big Canoe. Owners must authorize access for all persons not named on the Guest list. The Owner will have a code which must be given to the gate for unexpected additional Guests.
  - (e) Overnight parking of Guest vehicles must be in a garage, carport, driveway or parking pad. Additional vehicles may be parked in common property parking lots. Overnight is defined as the hours between midnight and 6AM.
  - (f) Parking at other times must be substantially off the roadway and must not impede emergency vehicle access.
  - (g) Owner must provide a telephone number at which Owner may be contacted at all times during a short-term lease. Alternatively, Owner must provide the name and telephone number of a person who shall have the authority to act as an agent on Owner's behalf.
  - (h) Owner or an agent of Owner must be capable of traveling to the Property within one hour upon notification by a POA employee of an emergency or situation, including but not limited to a violation of the Rules and Regulations or any other Association document, that cannot be resolved by the POA, after reasonable attempts are not successful.
  - (i) Owner is responsible for obtaining all licenses, permits and abiding by all codes required by any governmental entity.
  - (j) Owner shall not permit any hazardous or unsanitary condition to exist on a family dwelling unit, including, but not limited to, exceeding the capacity of the septic system.

#### **4. Enforcement**

- 4.1 Any Guest vehicle parked in violation of any parking regulation is subject to towing without warning, at vehicle Owners' expense.
- 4.2 A Guest's first violation of Rule A.16 [Noise] shall result in a warning from the POA. The warning shall be given to a Guest named in the Guest Arrival List and by a telephone call to the Owner, or if designated, to the Owner's agent. The second violation will result in a \$100 fine, the third violation a \$500 fine and a fourth and subsequent violations a \$1,000 fine. A copy of the warning and a copy (ies) of the subsequent incident(s) resulting in the imposition of a fine(s) shall be included with the notice(s) of the fine(s). All fines are assessed to the Property Owner.
- 4.3 All fines and fees imposed on an owner for the acts of a Guest(s) must be paid before the commencement of a subsequent short-term lease. No Guest(s) will be admitted to the property if any fine or fee is owed to the Association.
- 4.4 Owner shall be responsible for actual costs incurred by Association in administering and enforcing the provisions of this A.13.

### **A. 15 Rules of Conduct for the Common Properties**

#### **1. Purpose**

- 1.1 These Rules and Regulations establish the expected conduct of Property Owners, Tenants, and their Guests when they are on any part of the Common Properties of the Big Canoe Property Owners Association (POA).

#### **2. Rules**

- 2.1 All persons shall conduct themselves so as not to jeopardize or interfere with the rights and privileges of others.
- 2.2 All persons shall avoid any noxious or offensive activity that might cause embarrassment, discomfort, annoyance, or constitute a nuisance to others.
- 2.3 All persons shall follow established safety rules, and otherwise avoid any actions that endanger the health or safety of others.
- 2.4 All persons shall follow rules established for individual amenities and other individual parts of the Common Properties.
- 2.5 All persons shall follow instructions given by a Big Canoe employee engaged in the performance of

his/her duty.

- 2.6 No person shall interfere with, or be abusive or discourteous to a Big Canoe employee engaged in the performance of his/her duties (comments and complaints regarding employees should be reported to the General Manager).
- 2.7 No person shall defame or otherwise speak in a derogatory manner about a Big Canoe employee, Board member or other Property Owners in a public meeting or setting. Issues regarding employees, other than the General Manager should be discussed with the General Manager privately. Issues with the General Manager should be discussed privately with the Board President.
- 2.8 Smoking is not permitted in POA facilities nor on any exterior/ outdoor common property areas where so posted.

### **3. Responsibilities**

- 3.1 Property Owners are responsible for their own conduct and for the conduct of family members, Tenants, and Guests.

### **4. Enforcement**

- 4.1 Violations of the provisions of these Rules and Regulations will subject the appropriate Property Owner to sanctions in accordance with Rule A.2, "Serious Violations".
- 4.2 In addition to fines and other sanctions, the appropriate Property Owner will be responsible for the costs of repair for damage to POA or private property.
- 4.3 Guests who engage in misconduct as defined in these rules may be subject to a loss of rights to enter Big Canoe.

## **A. 16 Rules for Noise Control**

### **1. Purpose**

- 1.1 These Rules and Regulations pertain to the expected conduct of all persons within Big Canoe regarding the production of excessive noise. It shall be against these Rules and Regulations for any person to use or operate any electronic device which produces or amplifies sound or engage in personal conduct of an excessively loud nature so as to unreasonably disturb the peace, quiet, comfort or repose of any person in his or her home or dwelling, or in any public area or place of public accessibility.

### **2. Definitions**

- 2.1 A-weighted sound level. The sound pressure level in decibels (dB) as measured on a sound level meter using the A-weighting network, the most commonly used standard for measuring sound pressure levels.
- 2.2 Ambient noise. The total of all sound normally associated with a particular location or environmental surrounding.
- 2.3 Decibel or dB. The commonly accepted unit for measuring the relative intensity of a sound. The human ear can detect a 3 dB change in continuous sound and a 10 dB change is perceived as a doubling or halving of loudness.
- 2.4 Emergency Vehicle. Any ambulance, med-evac aircraft, fire engine, Public Safety vehicle, Sheriff's Department vehicle, state patrol vehicle, or other authorized emergency vehicle in the performance of official duty.
- 2.5 Frequency. One of the identifying characteristics of sound. The number of cycles per second imparted into the air by a vibrating body.
- 2.6 Evening hours. That portion of the day beginning at 7:01 PM and ending at 10:00 PM.
- 2.7 Nighttime hours. That portion of each day beginning at 10:01 PM and ending at 6:59 AM, except for the areas in the Village and Clubhouse shall be 11:00 PM.

### **3. Rules**

- 3.1 During evening hours, it shall be an infraction of these rules for anyone to operate an electronic device or other source exceeding 60 decibels (dB) measured fifty feet from the source as measured by a sound level meter on the A-weighted scale. Such sound measurements will include impulse

(peak) sound as well as continuous (steady state). Notwithstanding these levels, if in the judgment of the investigating POA employee, the production of sound at certain frequencies, either high or low, is disturbing to the peace, quiet, or repose of any person, this shall be judged a prohibited act.

- 3.2 During nighttime hours, any sound that exceeds the ambient noise level by 3dB at a distance of 50 feet is prohibited.
- 3.3 During any period of the day or night, it shall be a violation of these rules for anyone to play an audio system at a level exceeding the ambient background noise by 3 dB at a distance of 50 feet from the vehicle.
- 3.4 During any period of the day or night, it shall be a violation of these rules to operate any vehicle or equipment having an internal combustion engine with a nonfunctioning or disabled muffler.
- 3.5 During the period from 12:00 AM to 7:00 PM on Sundays, it shall be a violation of these rules for anyone to generate sound out of doors at a level exceeding the ambient background noise by 3 dB at a distance of 50 feet from the source.

#### **4. Outdoor Events**

- 4.1 It shall be the obligation of the person or persons holding any public or private outdoor event that will utilize electronic amplifying equipment or loud musical instruments 1) to provide the entertainer with a copy of these regulations and 2) to notify Public Safety of the beginning time for the event.
- 4.2 Big Canoe Public Safety will within thirty (30) minutes of the beginning of such event monitor the sound levels for compliance. Should levels at that time or later be outside the ranges specified above, Public Safety will so indicate to the person(s) in charge and will issue a written warning that they must comply.
- 4.3 Non-compliance after having been issued a warning will carry a fine of \$250 to be assessed to the responsible Property Owner, commercial establishment or contracting party as appropriate.

#### **5. Enforcement**

- 5.1 Big Canoe Public Safety shall enforce these Rules and Regulations.
- 5.2 Violations of the provisions of these Rules and Regulations will subject the appropriate Property Owner to sanctions in accordance with Rule A.1 "General Enforcement Procedures".

### **A. 17 Outside Storage Facility**

#### **1. Purpose**

- 1.1 The purpose of these rules and regulations is to specify the limitations and controls pertaining to the use of the Big Canoe Outside Storage Facility. The Outside Storage Facility is to benefit the current owners and residents of Big Canoe that are "in good standing" in meeting the requirements of the POA.

#### **2. Location**

- 2.1 The Outside Storage Facility is located on Hubbard Road across from the North Gate in a fenced and locked gated area.

#### **3. Approved Vehicles /Items**

- \* Motor Homes: Class A, B, and C
- \* Fifth Wheel trailers
- \* Travel Trailers
- \* Boat Trailers (with or without boats on board)
- \* Campers (on or off the truck)
- \* Utility trailers (with or without load)
- \* Boats- must be covered (for mosquito control)
- \* Pickup shells (up and off the ground on blocks or jacks)
- \* Automobiles and trucks (must be covered if the vehicle is exposed to the collection of water.)
- \* Approved miscellaneous items stored properly.
- \* All vehicles must be "movable".

\* Portable enclosed storage units such as a small pod or non-permanent building are allowed: however, they must fit within the space rented.

#### **4. Use of Space**

- 4.1 No dumping will be allowed.
- 4.2 If a Tenant leaves Big Canoe permanently, the vehicle/item must be removed within 30 days after departure. Failure to do so will result in Big Canoe having the vehicle/item towed OR placed in the impound lot. Applicable fines will be assessed. Big Canoe POA reserves the right to sell the property after 30 days.
- 4.3 Overnight stays in the Outside Storage Yard are prohibited.
- 4.4 Spaces cannot be used to operate a business.

#### **5. Visitors**

- 5.1 Visitor sites are available for up to seven (7) days for Guests of Property Owners. This courtesy parking is free during the seven (7) days. Beginning on the eighth day a \$10/day storage fee will be applied to the Visitor and/or Property Owner for storage.
- 5.2 The maximum length of stay shall be no longer than thirty (30) days.

#### **6. Enforcement**

- 6.1 Violations of the above prohibitions by Property Owners, Tenants, or their Guests will subject the Property Owners to sanctions in accordance with Rule A.1, "General Enforcement Procedures".

## **B. RULES AND REGULATIONS PERTAINING TO ACTIVE BUILDERS, SUB-CONTRACTORS AND SERVICE PERSONNEL**

### **B. 1 Purpose and Enforcement**

#### **1. Application**

- 1.1 The purpose of this regulation is to establish an obligation for Property Owners and Builders to pay deposits to the Association in conjunction with any construction on a lot and to establish a fining and suspension procedure and a schedule of fines, associated charges, and other sanctions that the Association may levy as the result of violations of its collective RULES AND REGULATIONS and of violations of restrictions in its "Amended and Restated General Declaration of Covenants and Restrictions", its "Class A Covenants", and its "Class B Covenants" where those fines, associated charges, and sanctions are not specifically defined elsewhere in these RULES AND REGULATIONS.
- 1.2 As used in these rules, the term "Builder" will also apply to any Property Owner who retains sub-contractors directly to construct additions or make exterior changes to existing structures.

#### **2. Builder's Compliance Deposit**

- 2.1 This deposit is in addition to the Surety Deposit.
- 2.2 Prior to the beginning of any site activity, each Builder must have on deposit with the POA the sum of \$3,000 constituting the Builder's Compliance Deposit for the purpose of guaranteeing the Builder's compliance with all the rules, regulations, and guidelines pertaining to construction activity in Big Canoe.
- 2.3 Fines for violations will be debited from the Builder's Compliance Deposit account if that builder has not otherwise paid such fines within thirty (30) days after notification of the fine assessment.
- 2.4 No Builder whose account has been debited for a fine can begin a subsequent project until the account balance has been restored to \$3,000 and there are no unpaid fines outstanding.
- 2.5 The Builder's Compliance Deposit less any damage costs or fines assessed will be returned to the builder when that builder is no longer engaged in active construction activity within Big Canoe and submits a written request to the POA requesting termination of his Builder's Compliance Deposit account on this basis.
- 2.6 The POA may deposit monies into an interest bearing account with the interest being paid to the



Association.

### **3. Notification of Non-Compliance or Damage Incidents**

- 3.1 Notification of any non-compliance with the rules of the POA, and notification of payments due the POA for damages caused by the Builder or the Builder's subcontractors, suppliers, and service personnel will be sent to the responsible Builder or Property Owner as appropriate.
- 3.2 Notification of any non-compliance with the applicable Architectural and Environmental Control Guidelines and fines assessed for such non-compliance will be in accordance with Rule C.1, "Architectural and Environmental Control Guidelines".
- 3.3 Damage incidents include any damage to offsite (off the building site) areas such as: neighboring lots, roadways, road shoulders and right-of-ways, utilities, common landscape elements, and any amenities. Damage incidents must be reported by the Builder or Owner to the AECD or POA by the end of the next work day.
- 3.4 Damage incidents affecting the safety or Public Safety of Property Owners must be reported to the POA Public Safety Department immediately.
- 3.5 Damage incidents affecting the utilities serving Big Canoe (electrical, water, sewer, telephone, natural gas, or CATV) must be reported to the affected utility and Big Canoe Public Safety as soon as possible, but no later than 30 minutes after the incident.
- 3.6 In addition to the cost of repairs, failure to report damage incidents in accordance with this rule constitutes a violation of these rules which is subject to a fine.

### **4. Permissible Actions by the Association**

- 4.1 After 24 hours, if a violation or damage has not been satisfactorily corrected, the Big Canoe POA will take appropriate action.
- 4.2 This action could include:
  - \* charging the Builder a fine
  - \* charging the Builder a fee for corrective action taken by the POA
  - \* withholding architectural approval
  - \* closing down the job site
  - \* denying property entrance to Builder and/or sub-contractor personnel
  - \* all of the above.
- 4.3 For repeat violations of the same or similar nature, the POA reserves the right to take immediate action without any waiting period.
- 4.4 For safety and/or health violations, the POA also reserves the right to immediately close down a job site without any waiting period.

### **5. Schedule of Fines for Violations for Sections 2, 3, and 4**

- 5.1 First offense - \$500
- 5.2 Second offense - \$1,000
- 5.3 Third offense - \$1,500 and/or suspension of building privileges
- 5.4 Trash on site- \$50 per day

### **6. Architectural Control Non-Compliance**

- 6.1 All violations of applicable architectural control guidelines will be handled in accordance with Rule C.1, "Architectural and Environmental Control Guidelines".

## **B. 2 Access to Property for Construction Activities**

### **1. Purpose**

- 1.1 The purpose of this regulation is to establish the location and conditions under which contractor, delivery, and service vehicles may enter and exit Big Canoe.

### **2. Accessibility to Property**

- 2.1 The Covered Bridge near the Main Gate has a height restriction of 12 feet. All vehicles exceeding 12 feet in height, including towed vehicles, shall enter through the North Gate.
- 2.2 On week days, entry will be permitted starting at 7:00 AM. When Daylight Savings Time is in effect,

all work activity should cease by 7:00 PM, and all workers should depart the property no later than 7:30 PM. When Daylight Savings Time is not in effect, all work activity should cease by 6:30 PM, and all workers should depart the property no later than 7:00 PM.

- 2.3 On Saturdays, entry will be permitted starting at 7:00 AM. All work activity should cease by 4:00 PM, and all workers should depart the property no later than 4:30 PM.
- 2.4 No building or landscaping activity will be permitted on Property on Sundays or designated holidays. The specific holidays involved in this provision are: New Year's Day, Memorial Day (Observed), Independence Day, Labor Day, Thanksgiving, and Christmas. When Independence Day, Christmas Day, or New Year's Day fall on a Sunday, the Saturday immediately preceding will also be considered a designated holiday for purposes of these rules.
- 2.5 Requests for exceptions from Sunday and designated holiday restrictions must be made directly to the General Manager or his/her designee. The only exceptions that will be granted are those which have the highest order of urgency and which involve work inside of a "closed-in" house where no noise or activity will be evident external to the house. No outside activity or noise generating activity will be permitted under any circumstances.
- 2.6 Requests to pour concrete, move special equipment, or make deliveries outside of normal construction hours on weekdays and Saturdays must be made at least 24 hours in advance to the Director of Public Safety. Approvals will be the exception and not the rule, and will be granted only upon proof that a true hardship condition exists.
- 2.7 Builders who are also Property Owners may not arrange for the entrance of construction personnel as Guests in an attempt to circumvent any of these rules and regulations.
- 2.8 Nothing in these rules is intended to preclude reasonable emergency measures when an existing structure has been damaged by an "Act of God" and temporary repairs are necessary immediately to prevent further damage from wind, rain, or cold temperatures.

### **3. Service and General Delivery Vehicles**

- 3.1 Service and general delivery vehicles will be permitted to enter if they have been pre-approved by a Property Owner or Builder.
- 3.2 Approval requires a call to the North Gate Public Safety prior to the arrival, or entry into the current automated gate system.
- 3.3 Vehicles not pre-approved will be denied entrance.
- 3.4 All approved vehicles, unless otherwise provided, must obtain a pass, which must be displayed at all times within Big Canoe.
- 3.5 Residential moving activities will be allowed on Sundays.

## **B. 3 Job Site Management**

### **1. Purpose**

- 1.1 The purpose of this regulation is to define the requirements and responsibilities of Builders and construction personnel for job site activities and maintenance, and is in addition to, and complementary to, the Architectural and Environmental Control Guidelines. Where conflicts exist between this regulation and the AEC Guidelines, this regulation will prevail.

### **2. Visual Requirements**

- 2.1 Job sites must be kept as neat and clean as practicable.
- 2.2 Trash and discarded materials, such as lunch bags, cans, bottles, wrappers, Styrofoam containers, etc. must be totally cleaned up by the end of each work day.
- 2.3 A wind-proof container for light trash and a covered receptacle for large trash/debris must be available on each job site at all times. These containers and receptacles must be set back from the street a minimum of twenty (20) feet unless otherwise approved by the AECD.
- 2.4 All debris and other material stock-piled for removal must be neatly stacked in the driveway/parking area of the job site. Any such material that is visible from adjacent homes or adjacent roadways must be removed by the last day of each work week, and by the last work day before a designated holiday.

- 2.5 County building permits, AECD approved lot identification signs, and drop boxes are the only authorized signs or documents that may be posted at a job site.
- (a) No other signage or posters of any type are permitted.
  - (b) Permits must be protected from the elements.
  - (c) Posts must be provided for all signage and other attachments, and must be painted a color acceptable to the AECD. Trees may not be used for this purpose.

### **3. Audible Requirements**

- 3.1 Radios, music, and other unnecessary noises that can be heard beyond the property line of the job site are not permitted.
- 3.2 While loud talking, above the noise level of construction activity, is sometimes required to support the activity, it should be the exception and not the rule, and should never be the result of long distance socializing.
- 3.3 Profanities and obscenities that can be heard beyond the property line are never permitted under any circumstances.

### **4. Environmental Requirements**

- 4.1 The Builder is responsible for guaranteeing proper erosion control as required by the County, and for correcting the results of inadequate controls.
- (a) Adequate silt fencing and gravel must be properly installed and maintained during all phases of construction to protect roads, waterways, and adjacent property.
  - (b) Mud and silt that is deposited on roadways from construction vehicles, or that washes onto the roadway from the job site, must be removed at the earliest opportunity and no later than 24 hours after the event.
- 4.2 No outdoor fires are permitted in Big Canoe under any circumstances or for any purpose. This includes those fires (barrel burning or other types) that are intended for warmth in cold weather.

### **5. Other**

- 5.1 Contractors may use only those utilities provided on the immediate job site on which they are working.
- 5.2 Contractors will not commence any digging, boring, or other activities that may endanger underground utilities until after the affected utility companies have been notified and have located and marked their facilities in that vicinity.
- 5.3 Toilets shall be set back from the street a minimum of twenty (20) feet, and the door must face away from the street, unless otherwise approved by the AECD.

### **6. Vehicle Accommodations**

- 6.1 The Builder is responsible for surveying each job site prior to the beginning of any construction activity, for devising a plan for adhering to these Vehicle Accommodation rules, and for ensuring that all sub-contractors and suppliers follow the plan.
- 6.2 Vehicles must be parked on only one side of any roadway or on the immediate job site on which the contractor is working.
- 6.3 Vehicles must not be parked, left standing, or undergo off-loading activities in such a way as to infringe on any part of the roadway unless there is no reasonable alternative.
- (a) Where this is necessary, warning signs that are professional in appearance with an appropriate message must be placed conspicuously at a distance of at least 100 feet on either side of the hazard to warn approaching traffic.
  - (b) Where such infringement effectively blocks one lane of a road, the warning sign should be clearly worded "DANGER - One Lane Traffic Ahead". Flagmen must be stationed at each end of the one-lane segment unless the segment is less than 100 feet in length and has a clear line of vision from one end to the other.
  - (c) The Director of Public Safety must be notified at least one day in advance of any work activity that is expected to effectively block a road.
  - (d) For road blockages that are intermittent and of short duration, the builder will be responsible for

providing flagmen and professionally appearing “ROAD CLOSED” signs at a distance of 100 feet on either side of the hazard for the entire duration of the blockage.

- (e) When a road will be blocked for more than a few minutes, warning signs that are professional in appearance with an appropriate message, or a flagman, must be placed at the nearest intersection on both sides of the blockage where approaching traffic can be diverted. Appropriate and easily readable signs must be placed at every intersection along the route of the detour to direct traffic around the blockage in the safest and most efficient manner.
- (f) In addition to e. above, when a road closure forces traffic the wrong way on a one-way road, a sign that is professional in appearance with an appropriate message, or a flagman, must be stationed at the far end of the one-way road to warn traffic approaching from that direction.
- (g) In certain cases, the Architectural and Environmental Control Department (AECD) together with the Public Safety Department may determine that road side conditions and passage warrant additional safety precautions. Such cases may include, but are not limited to, narrow road clearances, steep grades, blind curves, and the necessity to park vehicles, machinery, or equipment less than five (5) feet from the edge of the roadway. In such cases, AECD or Public Safety may, in addition to proper signage, require the presence of a flagman at all times that such conditions are present.

6.4 No vehicle shall be parked, left standing, or undergo off-loading activities in such a way as to infringe upon the ability of neighboring Property Owners to safely enter and exit their property.

6.5 No construction traffic or activity shall use neighboring driveways or property for any purpose whatsoever unless prior approval has been obtained from the individual Property Owner.

6.6 All vehicles entering or exiting Big Canoe shall have all trash/debris/materials secured or covered to prevent littering along the roads.

## **B. 4 Vehicle and Equipment Operations**

### **1. Purpose**

1.1 The purpose of this regulation is to define the expectations and requirements for all Builders, their sub-contractors, suppliers, and construction personnel who are operating vehicles and equipment within Big Canoe.

### **2. Vehicle Registration**

2.1 All vehicles operated within Big Canoe must display a valid state license tag.

### **3. Traffic Rules**

3.1 All vehicles and equipment on Big Canoe roads must travel no faster than conditions safely permit, and no faster than the posted speed limit. Radar guns are used to enforce this rule.

3.2 Vehicles and equipment must remain on the right side of the road at all times, whether or not a painted center line exists.

3.3 On one-way roads, vehicles and equipment are strictly prohibited from traveling in the direction opposite to that designated.

3.4 Passing of another moving vehicle or equipment is strictly prohibited.

3.5 Vehicles and equipment must come to a complete stop at all Stop signs.

3.6 In the absence of any “Stop” sign, vehicles and equipment entering a through street from a side street must yield to traffic on the through street.

3.7 Vehicles and equipment entering any intersection other than those covered by 3.5 and 3.6 above must proceed slowly and yield to traffic entering the intersection from their right.

3.8 Vehicles and equipment must not be driven recklessly so as to endanger the life or property of others.

3.9 Vehicular traffic must yield the right-of-way to pedestrian traffic at all times.

3.10 All traffic and vehicle control signs posted under the authority of the Property Owners Association (POA) must be obeyed.

3.11 Vehicles and equipment, which are heavily loaded or which for other reasons are restricted to

exceptionally slow speeds should pull over at frequent intervals to allow any following traffic to pass safely.

3.12 Single body vehicles and equipment with a maximum width of more than eight (8) feet (including load), and/or a maximum length of more than thirty-six (36) feet (including load), shall not be permitted to enter Big Canoe unless escorted by another vehicle equipped with flashing yellow lights. The contractor or sub-contractor who is responsible for the vehicle is also responsible for escort arrangements during all travel within Big Canoe.

3.13 Truck-utility trailer combinations may exceed thirty-six (36) feet in maximum length (including load) as long as neither unit exceeds thirty-six (36) feet individually. If either unit exceeds eight (8) feet in maximum width, the above escort arrangement provision applies.

#### **4. Vehicle Condition**

4.1 All vehicles operating within Big Canoe shall be in good repair with all major systems functioning properly. Brakes and drive train shall be capable of traversing the terrain with no risk to the operator or to other traffic or property. Exhaust systems deemed excessively loud per A.15 Noise Control are prohibited.

4.2 All vehicles shall have properly working lights including taillights, stoplights, and front and back turn indicators.

4.3 All trailers shall have properly working lights including taillights, stoplights, and turn indicators.

4.4 Vehicles not meeting these conditions will not be permitted to enter Big Canoe, and, if already on property, will be escorted off property and banned from re-entering until the unsafe conditions have been repaired.

#### **5. Operator Requirements**

5.1 Operators must hold a valid operator's license appropriate for their type of vehicle or equipment, and must be able to produce this license when requested to do so by Big Canoe Public Safety.

#### **6. Further Restrictions**

6.1 No construction vehicle may be washed on any Big Canoe roadway. If washing of concrete delivery trucks is necessary, it must be done totally on the job site.

6.2 Accidental spills of any damaging or unsightly materials on or along roadways must be reported immediately to Public Safety and must be promptly and adequately removed.

6.3 All concrete delivery trucks, both rear and front discharge models, must be equipped with automatic chute closure devices in order to gain access into Big Canoe. These closures must correspond to Shute Shutter™ or equivalent specifications.

6.4 No objects (including trash of any form) should be thrown out of any vehicle, and no light trash should be placed in open vehicles where it can blow out.

6.5 Tarps, netting, or other means should be used where there is any question regarding the containment of any load during transport.

6.6 All vehicles entering or exiting Big Canoe shall have all trash/debris/materials secured or covered to prevent littering along the roads.

#### **7. Speeding Fines**

7.1 All Vehicles

First offense 1 to 10 MPH over limit \$25.00; second and future offenses \$50.00

First offense 11 to 15 MPH over limit \$50.00; second and future offenses \$100.00

First offense 16 to 20 MPH over limit \$75.00; second and future offenses \$150.00

First offense 21+ MPH over limit \$100.00; second and future offenses \$200.00

7.2 Reckless driving is defined as driving any vehicle in reckless disregard for the safety of persons or property. Penalties for reckless driving can result in a fine of \$100 for cars or light vehicles, \$200 for mid-sized trucks and \$300 for large trucks. Reckless driving citations may be issued at the sole and absolute discretion of Public Safety and the Association if a driver has been involved in or caused an accident, or is witnessed, by Public Safety, crossing the center line whether a painted center line exists or not. Posted speed limits are set for ideal conditions. Big Canoe Public Safety may issue

citations for “driving too fast for conditions” at any speed given prevailing conditions which include but not limited to:

- \* weather
- \* condition of road
- \* time of day
- \* condition of operator
- \* operator distractions
- \* presence of other vehicles or pedestrians

Fines for “driving too fast for conditions” will follow the fine structure

- 7.3 Reckless driving shall count as an offense in the escalating fine structure described in 7.1 above.
- 7.4 A period of twelve consecutive months without a traffic violation of any type will result in the oldest violation on record for that operator being dropped. A second period of twelve consecutive months without a new traffic violation will be required for elimination of the next oldest violation on record. If a fine was involved in the earlier violation, the twelve months will count from the date the fine was paid.
- 7.5 All fines become the responsibility of the vehicle owner. If a fine remains unpaid thirty (30) days after the vehicle owner has been notified (by mailing to the address shown on the vehicle registration) of a fine assessed for a traffic violation, the operator will lose all rights to operate a vehicle within Big Canoe until the fine is paid, and the vehicle owner will lose all rights to have any vehicle operated within Big Canoe until the fine is paid. If a fine remains unpaid ninety days (90) after the vehicle owner has been notified, the above loss of privileges may become permanent.

#### **8. Sanctions Applying to Section 6 Violations**

- 8.1 Spillage and/or littering incidents on Big Canoe roads and rights-of-way that are not corrected immediately by the vehicle operator will subject the vehicle owner to a fine of \$100 per incident plus costs of clean-up efforts, if any. If a fine and any clean-up charge remain unpaid thirty (30) days after the vehicle owner has been notified (by mailing to the address shown on the vehicle registration) the owner will lose all rights to have any vehicle operated within Big Canoe until proper payment is made. If a fine and any clean-up charge remain unpaid ninety (90) days after the vehicle owner has been notified, the above loss of privileges may become permanent.
- 8.2 Violations of these provisions will subject both the vehicle and the vehicle owner to loss of entry privileges into Big Canoe.

#### **9. Appeals Process**

- 9.1 All fines and any loss of privileges may be appealed to the General Manager or designee within thirty (30) days of the notice of such fine or loss of privileges.

## **C. RULES AND REGULATIONS PERTAINING TO PROPERTY OWNERS AND ACTIVE BUILDERS**

### **C. 1 Architectural and Environmental Control Guidelines**

#### **1. Purpose**

- 1.1 The purpose of this rule is to incorporate the applicable provisions of the Architectural and Environmental Control Guidelines existing in Big Canoe into the official set of Rules and Regulations of the Association, and to establish the consequences for violations of those provisions as well as the process for appealing such consequences.

#### **2. Responsibilities**

- 2.1 By an amendment to the Declaration the Big Canoe Company, LLC (the Company), the Big Canoe Property Owners Association (POA) has been properly delegated to serve as the architectural control authority for POA neighborhoods.

- 2.2 The Architectural and Environmental Control Department (AECD) of the POA is charged with the responsibility for administering, and enforcing these rules as well as the “Architectural and Environmental Control Guidelines of Big Canoe”, and any future architectural guidelines that may be applicable to Big Canoe.
- 2.3 The Company is responsible for creating and maintaining any future architectural guidelines regarding new construction appropriate for Company Neighborhoods in Big Canoe.

### **3. Rules**

- 3.1 Before beginning construction, it shall be the duty of the Owner/Owner’s agent to ensure that all articles relating to plan submittals are given to the AECD for review and approval as noted under the General Declaration, including any variance requests. Failure of a Builder/Property Owner to submit plans for approval to the AECD and receive such approval from the AECD before commencing any covered activity constitutes a violation of this rule. Failure of a builder/property owner to comply with the approved plans on file with the AECD also constitutes a violation of this rule.
- 3.2 All construction must comply with Chapters 1 and 3 of the Architectural and Environmental Control Guidelines of Big Canoe. Non-compliance of the “Architectural and Environmental Control Guidelines of Big Canoe” constitutes a violation of this rule.
- 3.3 There shall be no occupancy of a residence until an Occupancy Permit has been issued by the AECD. Failure to receive approval for occupancy prior to occupancy constitutes a violation of this rule.
- 3.4 All homeowners must comply with the “Architectural and Environmental Control Guidelines of Big Canoe”. Failure to comply constitutes a violation of this rule.

### **4. Enforcement**

- 4.1 When violations are discovered, the AECD will notify the Builder/Property Owner in writing, and by telephone if possible, and will provide 10 days to enable the Builder/Property Owner to make such corrections and thereby cure violations in lieu of invoking the fining process.
- 4.2 All violations of the above Rules that are not resolved to the satisfaction of the AECD will be subject to fines as specified below.

### **5. Classes of Violations**

- 5.1 Each instance of violations for a given lot will fall into one of the following classes:  
Class “A” - Violations of 3.1, 3.2, and/or 3.3 above  
Class “B” - Violations of 3.4 above

### **6. Schedule of Fines for Class “A” Violations**

- 6.1 Class “A” fines for violations of the above shall be assessed on a per Builder/Property Owner basis as follows:
  - (a) First violation - \$1,500
  - (b) Second violation, or repeat of first violation - \$3,000
  - (c) Third violation will result in suspension of building privileges for Active Builders.
  - (d) For purposes of determining second and subsequent violations, a period of twelve consecutive months dating from payment of the last fine assessed under the provisions of this rule C.1 will clear the record for any Builder/Property Owner. Following such twelve-month period, the next violation will be classified as a “first” violation.
  - (e) Continuing violations that are not cured within the 10 days as provided in 4.1 above will be assessed a daily fine of \$50 per calendar day beginning on the 11th day and continuing until the violation is corrected to the satisfaction of AECD. This daily fine will be in addition to any one time fine assessed. In the event of a continuing violation, each day the violation occurs or occurs again constitutes a separate offense and fines may be imposed on a per diem basis without further notice to the violator.
  - (f) For violations of 3.3 (moving in prior to approval of occupancy) Property Owners will be fined \$3,000 for the first day of such unapproved occupancy, and \$5,000 on the first day of each

successive month of such unapproved occupancy.

- 6.2 Notification of the fine assessment will be in writing from the AECD to the Builder/Property Owner of record.
- 6.3 The assessed fine will be debited from the Builder's Compliance Deposit if that builder has not otherwise paid such fine within thirty (30) days from the date of notification. Thereafter, the daily fines for continuing violations will be charged to the applicable lot.
- 6.4 In instances where there is no formal builder of record and therefore no Builder's Compliance Deposit, fines will be levied directly against the property owner in accordance with Sections 3, 4, 5, and 6, of Rule A.1, General Enforcement Provisions.

#### **7. Schedule of Fines for Class "B" Violations**

- 7.1 Class B fines shall be in accordance with Section 2 of Rule A.1, "General Enforcement Provisions".
- 7.2 Notification will be sent to the Property Owner by the General Manager or a designated representative.

#### **8. Appeals Process**

- 8.1 Notice of an appeal of Class A or B violations shall be made in writing to the Appeals Panel via the AECD within 10 days of receipt of the written notice of the violation.
- 8.2 Further appeal of Class A or B violations shall be made to the POA Board in accordance with Section 3.1 (a) of Rule A.1 "General Enforcement Provisions."

### **C. 2 Tree Cutting Provisions**

#### **1. Purpose**

- 1.1 The purpose of this rule is to establish clear and defined rules for tree and shrub pruning and removal, maintenance requirements for damaged trees, and to establish consequences for violations of this rule.

#### **2. Responsibilities**

- 2.1 The Architectural and Environmental Control Department (AECD) of the POA is charged with the responsibility for protecting the natural environment of Big Canoe. To this end, the AECD is charged with the responsibility for administering, and enforcing these tree and shrub removal and pruning provisions.

#### **3. Definitions**

- 3.1 "Vista Pruning" is defined as removal or pruning of trees and shrubs for view.
- 3.2 "Tree/shrub removal" is defined as removing a tree/shrub for purposes other than view.
- 3.3 "Authorized cutting" is defined in the General Declaration of the Covenants and Restrictions as "No deciduous tree measuring six inches or more in diameter at a point two feet above the ground level, no flowering trees, and no evergreens may be pruned or removed without the written approval of the POA, unless located within 10 feet of a building, within three feet of a driveway, or one foot from a walkway." Removal outside of these guidelines without authorization from the POA will be considered a violation.
- 3.4 "Thinning" is defined as the deliberate control of stand density by removing trees that are too close together to promote healthy growth.
- 3.5 For the purpose of these Rules and Regulations, "flowering trees" referenced in paragraph 3.3 above are defined as Mountain Laurel, Dogwoods, and Native Azaleas and "evergreens" referenced in paragraph 3.3 above are defined as those listed in the Approved Plant List in the Architectural Control Guidelines. Loblolly Pines are not listed as approved evergreens in the Approved Plant List.
- 3.6 Damaged trees shall be defined as any fallen, leaning, broken or dead trees.
- 3.7 Fallen trees shall be defined as any tree that is no longer standing independently erect and resting on the ground.
- 3.8 Leaning trees shall be defined as any tree that is no longer standing independently erect, but not resting on the ground and has evidence of disturbance of the root ball e.g. lifting.
- 3.9 Broken trees (snags) shall be defined as any tree that has lost all or most of its canopy, but its



remaining trunk is still standing independently erect.

3.10 Dead trees shall be defined as any tree that shows no signs of life but is still standing independently erect.

#### **4. Rules**

4.1 Prior to any cutting of any kind within Big Canoe except as permitted by the General Declaration of the Covenants and Restrictions, an owner/builder must request and receive permission in writing from the AECD.

4.2 No Vista Pruning shall be permitted without the prior written approval of the AECD in compliance with the rules and procedures of Vista Pruning.

4.3 All Vista Pruning will be supervised by a representative of the POA in accordance with standard procedures as dictated in the Vista Pruning guidelines in the Architectural Control Guidelines. Owners are authorized to select the tree service of their choice provided the service/contractor is both licensed and insured in the tree removal business. Owners, supervisors and the tree service will be required to sign documentation once approved Vista Pruning is completed acknowledging and accepting that the work was done in accordance with established procedures.

4.4 Pruning trees/shrubs for the health of the plant is permissible provided it is not for obtaining a view.

4.5 All thinning must receive written permission from the AECD prior to being conducted.

4.6 The following minimum maintenance standards shall be met within 120 days after any event in which trees have been damaged:

a. For all lots, a corridor seventy-five (75) feet wide on both sides of any road, as measured by line of sight from the edge of pavement, shall be addressed as follows:

1. All visible root balls must be remediated by one or more of the following methods:

- a. forced back as much as possible into its original location which is the preferred method;
- b. disguised by an AECD approved landscape plan;
- c. moved outside the seventy-five (75) feet corridor;
- d. moved to an off- site location.

2. All visible fallen trees must be remediated by one or more of the following methods:

- a. have trunks touching the ground, including cutting them into sections if necessary to achieve complete ground contact, and cutting the remaining trunk as close to the ground as possible.
- b. moved outside the seventy-five (75) feet corridor;
- c. moved to an off- site location;
- d. branches from fallen trees must be cut and laid on the ground or moved outside the seventy-five (75) feet corridor.

3. All visible leaning trees must be cut down and remediated to meet the standards of fallen trees.

4. Dead and Broken trees (snags) may remain in place as long as they pose no real threat , as determined by the POA, to property, POA right of way, driveways, other healthy trees, people, or pets. Downed canopy material must be cut and laid on the ground or moved outside the seventy-five (75) feet corridor.

b. For lots contiguous to the Big Canoe Golf Course:

1. The POA shall be responsible for the clean-up of the golf maintenance easement area thirty (30) feet from the property line.

2. The Property Owner shall be responsible for the clean-up, as described above, up to the nearest structure but not to exceed forty-five (45) feet from the golf maintenance easement area for a total of seventy-five (75) feet from the property line.

c. The POA will be responsible for the tree clean-up of all rights of way within the defined corridor.

d. By written resolution, the POA Board of Directors may prescribe additional clean-up requirements following devastating events including but not limited to, wildfires, tornadoes, hurricanes, or ice storms.

4.7 Requests for appeal are outlined in Section 7 below.

## **5. Enforcement**

5.1 Violations of the above rules and regulations by Property Owners, Tenants, or their Guests will subject the Property Owners to sanctions as provided in Section 6 of these rules.

## **6. Schedule of Fines for Tree Cutting Provisions Violations**

- 6.1 Unauthorized removal or destruction of any trees or shrubs, including those planted by the owner on property owned by the violator will result in a fine of \$1,000 per tree or shrub.
- 6.2 Unauthorized pruning, removal, or destruction of any trees or shrubs (without regard to size) on property NOT owned by the violator, including on POA green space or on vacant lots will result in a fine of \$3,000 per tree or shrub. Each property owner is responsible for the location of all property lines prior to any pruning removal or destruction of trees or shrubs.
- 6.3 Unauthorized pruning of trees or shrubs including those planted by the owner, on property owned by the violator to enhance the view (Vista Pruning as defined in the Architectural and Environmental Control Guidelines) will result in a fine of \$500 per tree or shrub.
- 6.4 Property not remediated by owners within the 120 days allowance will be remediated by POA personnel or contractors hired by the POA. The property owner will be billed for all associated costs regardless of who performs the work. Should the Owner not allow access to the property, sanctions will be in accordance with Rule A.1, General Enforcement Procedures.
- 6.5 The AECD will investigate the violation and impose the sanctions in accordance with the above schedule.

## **7. Appeals Process**

- 7.1 Notice of an appeal of these tree cutting provisions violations shall be made in writing to the Appeals Panel via the AECD within 10 days of receipt of the written notice of the violation. The purpose of the appeal shall be to provide the violator the opportunity to contest the facts of the investigation including the number of trees/shrubs affected. Appealing the fine will not change the amount per tree/shrub, although the total amount may be adjusted if there is a change in the number of trees/shrubs.
- 7.2 The Appeals Panel shall be authorized to require replanting to replace the damaged tree(s) or shrub(s) with like kind and size as approved by the AECD at the violator's expense. The landscape plan must be done by a professional landscape company. Consideration may be given to deducting this expense from the total fine imposed once receipts are presented to the Appeals Panel.
- 7.3 Further appeal of these tree cutting provisions violations shall be made to the POA Board in accordance with Section 3.1 (a) of Rule A.1

## **C. 3 Completion Requirements for New Construction**

### **1. Purpose**

1.1 The purpose of these rules and regulations is to establish a more timely completion schedule for new home and remodeling construction that enlarges the existing structure's footprint in accordance with the Covenants and Restrictions.

### **2. Schedule**

- 2.1 From the time of the start of tree removal to the time of having the house "dried-in" shall not exceed nine months. "Dried in" will include roofing, siding, all windows and doors, and trim.
- 2.2 From the time of the start of tree removal to completion of the exterior shall not exceed one year. Exterior completion includes, but is not limited to, all painting, driveway paving, landscaping, and site clean-up.
- 2.3 From the time of the start of tree removal to the date of the Big Canoe issued Occupancy Permit shall not exceed eighteen months unless otherwise coordinated.

### **3. Dwelling assessments**

3.1 POA fees will switch from a lot assessment to a dwelling assessment twelve months after the start of construction or at the issuance of the Big Canoe Occupancy Permit, whichever comes first.

#### **4. Exceptions**

- 4.1 Exceptions may be granted in cases of extreme hardship due to strikes, labor shortages, fires, national emergency, or natural calamities, houses/lots of extraordinary size/complexity, and/or delays that are beyond the reasonable control of the builder including non-payment by owner. All exceptions must be made in writing.
- 4.2 Extension can be granted for exceptional circumstances.

#### **5. Enforcement**

- 5.1 Builders who do not meet the time line may not begin another project until all of their current projects are on track for timely completion.
- 5.2 The Surety Deposit may be claimed and utilized by the POA to make progress towards completing the exterior of a home. This option may be chosen at the discretion of the POA, in consultation with the home owner. If claiming the deposit is deemed necessary, it may be considered a triggering event that would exclude the Builder from starting any new home construction or remodeling projects in Big Canoe for a period of 5 years, after which time the builder would have to requalify as an Active Builder prior to soliciting additional work in Big Canoe.
- 5.3 Exceptions may be granted in accordance with 4.2 above. All exceptions must be made in writing.

## **RULES AND REGULATIONS GLOSSARY**

### **Ambient noise**

The total of all sound normally associated with a particular location or environmental surrounding.

### **Annoyance**

A disturbance or irritant.

### **A- weighted sound level**

The sound pressure level in decibels (dB) as measured on a sound level meter using the A-weighting network, the most commonly used standard for measuring sound pressure levels.

### **Business/commercial endeavors**

Having their ordinary and generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee or other form of compensation regardless of whether:

- (a) such activity is engaged in full or part time
- (b) such activity is intended to, or does, generate a profit
- (c) a license is required.

### **Contractor**

One that performs work or provides supplies for exterior renovations and/or additions.

### **Decibel or dB**

The commonly accepted unit for measuring the relative intensity of a sound. The human ear can detect a 3 dB change in continuous sound and a 10 dB change is perceived as a doubling or halving of loudness.

### **Emergency Vehicle**

Any ambulance, med-evac aircraft, fire engine, Public Safety vehicle, Sheriff's Department vehicle, state patrol vehicle, or other authorized emergency vehicle in the performance of official duty.

### **Evening hours**

That portion of the day beginning at 7:01 PM and ending at 10:00 PM.

### **Frequency**

One of the identifying characteristics of sound. The number of cycles per second imparted into the air by a vi-

brating body.

**Guest**

Any person who occupies or visits a family dwelling unit during a short term lease.

**Leasing**

The occupancy of a family dwelling unit by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as “Authorized Occupancy”); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the dwelling as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board’s written consent. A person’s designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person’s relationship with the entity holding record title to the Lot.

**Nighttime hours**

That portion of each day beginning at 10:01 PM and ending at 6:59 AM, except for the areas in the Village and Clubhouse shall be 11:00 PM.

**Private Nuisance**

An interference with a person’s enjoyment and use of his land.

**Property Owner**

Listed as the Owner of record.

**Public Nuisance**

A condition that interferes with the health or well-being of the community. To constitute a nuisance, the activity must be such that it causes an unreasonable disturbance of annoyance, be unreasonably injurious to health, be indecent, or be unreasonably detrimental to persons or property.

**Service contractor**

One who provides service or maintenance to an existing utility or home.

**Short-Term Lease(s)**

The occupancy of a family dwelling unit by any person for 30 consecutive days or less.

**Tenant**

One who leases or rents.

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