

TELLICO HARBOR PROPERTY OWNERS' ASSOCIATION
Rules & Regulations – Section 7

COMMON FACILITY USE GUIDELINES

Pursuant to the Declaration of Covenants, Conditions, and Restrictions ("DCC&Rs") of Tellico Harbor Property Owners' Association (the "Association"), the following written rules and regulations are adopted in order to further and foster opportunity for property owners to utilize the common/recreational facilities of the Association. These rules are intended solely to define the procedures and responsibilities for owners who wish to utilize the Common Facilities for personal and private functions. These Rules and Regulations are not intended to supplant or amend the governing documents, and in the event of an inconsistency or conflict between these Rules and the governing documents of the Association, the governing documents provisions will supersede and apply.

1. GENERAL RULES

The common properties and facilities, including the dock, are for the use and enjoyment of Association members and the following persons:

- Lot owners, including the owner's family residing in the living unit and social guests,
- The owner's long term tenants, their family residing in the living unit and social guests when the owner wishes to delegate use privileges to the tenant and signs and has notarized a 'WAIVER AND ASSUMPTION OF LIABILITY AND RISK' form-(Addendum 1) A long term tenant is defined as holding a lease of 12 months or longer.
- Contract purchasers and their family residing in the owner's living unit and their social guests when the owner wishes to delegate use privileges to the contract purchaser and signs and has notarized a 'WAIVER AND ASSUMPTION OF LIABILITY AND RISK' form-Addendum 1.

Those allowed to use the common facilities as defined in the bullets above will **HEREAFTER** be referred to as **OWNERS/USERS**, except as specifically defined.

1. A social guest is one who is currently visiting the owner, contract purchaser or tenant and will **NOT** be considered a social guest in the absence of the member owner, contract purchaser or tenant. Family members not residing in a living unit are considered Social Guests.
2. Owners/users of living units may **NOT** give permission to anyone to use common facilities during their absence.
3. During the period any living unit is leased to a long term tenant by an owner and the owner has delegated use privileges to the tenant, the owner and the owner's family members and social guests shall no longer have the right to use any common facilities or areas.
4. During the period any lot is contracted for sale to a purchaser by an owner and the owner has delegated use privileges to the purchaser, the owner and the owner's family members and social guests shall no longer have the right to use any common facilities or areas.
5. Each owner is liable for any and all damages to the common properties, equipment and recreational facilities caused by their family, tenants, purchasers, social guests, etc.
6. All private functions using common facilities are limited to a maximum of fifty (50) people. Attendees are limited to the use of the clubhouse, clubhouse lawn and parking areas and dock facilities only. The Clubhouse Use Responsibility Agreement with additional details and restrictions will apply.
7. **The Dock, clubhouse lawn and parking areas are closed to general membership use when owners/users have reserved the Clubhouse facilities.**

8. The Association Board of Directors may ban from the common properties any animal that is endangering the safety and comfort of residents and animals. Such actions would include but are not limited to aggressive or intimidating behavior, barking and littering.
9. No illegal substances or activities are allowed within the common areas
10. All minors entry and use of the common facilities must be supervised by a parent or guardian or an adult twenty one (21) years of age or older
11. Use of the Association common properties is restricted to owners/users that are current in their annual assessments. Violators are subject to arrest as trespassers by the Vonore Police Department.

2. CLUBHOUSE USE GUIDELINES

1. The clubhouse may be reserved and utilized by OWNERS/USERS for private functions. **The responsible owner/user must be present at all times during usage.**
2. Reservations and agreement to abide by these Guidelines are required prior to use. For reservations or to check for available dates, please contact Butch Durham - 856-5508
3. Clubhouse use includes the lawn, deck, dock and parking areas at 2000 Cherokee Dr.
4. Use of the clubhouse is limited to one day at a time with no overnight usage.
5. Reservations are required but are not to be made more than 180 days in advance.
6. If reservation has been made but needs to be canceled, do so promptly to open date for other owners/users.
7. Observe other members' rights to privacy as you would like yours observed. Hold noise to a minimum.
8. No open fire(s) allowed. The fireplace in the Clubhouse is not to be used for fires. Candles that are provided in the fireplace may be lit if desired by the reserving owner/user.
9. Parking is permitted at the top of the driveway and in parking area beside the clubhouse. Since parking beside the clubhouse is limited, priority should be given to those with mobility issues. All others should park in the lots along the street.
10. Bring your own trash bags and use liners in all garbage cans
11. Furnish your own paper goods. Do not use any paper goods that may be in cabinets or closets, or remove anything from the building.
12. After use of clubhouse, reserving owner/user must:
 - vacuum floors, clean bathroom, wipe tables, chairs and countertops
 - not leave any food; check cabinets and refrigerator
 - wash, dry and place in cabinets, any clubhouse kitchenware utilized
 - extinguish all candles if they have been lit
 - turn off water heater if you have turned it on prior to use
 - remove decorations that you bring (please do not use any nails, tacks or tape on the walls)
 - in winter, turn heat down to 55 degrees or in summer, turn AC up to 80 degrees
 - turn off all lights
 - make sure all exterior doors are locked
 - take your trash with you

13. The clubhouse (inside and outside) will be inspected for cleanliness and damage after usage. If the inspection finds the clubhouse has not been cleaned and restored to the same condition as when taken, the responsible owner/user will be notified and asked to correct the situation. Should any damage occur, the responsible owner/user will be liable for the costs incurred to repair same. Costs for clean up or repairs not covered by the owner/user will be added to their account of the responsible owner.
14. Any activities such as swimming, boating, games, etc., undertaken by the responsible signee and guests will be at their own risk. The Association will assume no responsibility for any injury or harm which may occur during usage.
15. The Responsibility Agreement (Addendum 2) must be signed by the responsible owner/user prior to first usage. The agreement will remain on file and is valid until revoked by the Association or by the owner/user signing for responsibility. Therefore, a new signature is not required for each subsequent reserved usage as long as the agreement is valid and not revoked.

3. DOCK USE GUIDELINES

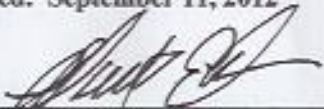
1. ***NO LIFEGUARD ON DUTY*. ---DOCK USE IS AT YOUR OWN RISK---**
Regarding possible physical injuries associated with use of the dock: Please be advised that entry and use of the dock is at your own risk.
2. Owners/Users assume all liability for accidents, injuries and damages resulting from use of the dock.
3. ALL PERSONS MUST VACATE THE DOCK DURING THUNDER & LIGHTENING STORMS.
4. NO DIVING ALLOWED.
5. NO GLASS DRINK CONTAINERS ALLOWED ON DOCK.
6. The responsible Association member/owner/user must be present at the dock during usage at all times.
7. Entertainment, bands, dances, etc., are not permitted on the Dock unless pre-authorized by the Association Board of Directors.
8. Minors under sixteen (16) years of age on the dock MUST be accompanied by an adult twenty one (21) years of age or older.
9. Only Association owners/users may use the dock. There is to be NO TRESPASSING onto the dock by individuals or groups that are not owners/users as defined in the General Rules above. Violators are subject to arrest as trespassers by the Vonore Police Department.
10. Trash and litter produced while using the dock may not be discarded anywhere in the commons area. Trash and litter must be returned to owner's/user's property and appropriately discarded. Absolutely no dumping of refuse or littering of any type allowed in the common areas.

4. RULE ENFORCEABILITY

Every owner/user shall abide by and comply with these Rules and Regulations which may be adopted or revised from time to time by the Association Board of Directors. Failure of any person to comply with these Rules and Regulations may result in the suspension of the right to use the common facilities and/or a Personal Charge pursuant to Article X of the Declaration of Covenants, Conditions and Restrictions.

These Rules, Regulations, Policies, Procedures and Guidelines are established to promote the health, safety, and welfare of Tellico Harbor residents and owners and to support the Association's desire to foster mutual use, benefit and enjoyment of the common areas in the development. These Rules and Regulations will take effect immediately upon passage and enactment.

Dated: September 11, 2012



Mark Elam (President)



Dave Porter (Vice President)



Bill Post (Treasurer)



Linda Sundstrom (Secretary)

ADDENDUM 1

TELLICO HARBOR PROPERTY OWNERS' ASSOCIATION

WAIVER AND ASSUMPTION OF LIABILITY AND RISK

I (We), _____, owner(s) of lot number _____, Tellico Harbor, hereby fully waive and release Tellico Harbor Property Owners' Association (the "Releasee"), from any and all claims for personal injury, property damage, or death that may result from utilization of the common facilities of the Releasee by the following designee(s) _____, the designees family residing in the living unit and their social guests. This designee is: (Check one)

- a long term tenant in my living unit (12 month or more lease)
- a contract purchaser of my lot

I hereby voluntarily, at my own risk, sign this Waiver and Assumption of Liability and Risk in sole consideration of permitting common facility usage to the designee(s) named above. I hereby acknowledge and understand that there are liabilities and risks associated with delegation of use privileges during utilization of Releasee's common facilities described above. I hereby agree to assure the designee abides by all rules, instructions, policies and procedures imposed by the Releasee relating to the use of the common facilities or property. I further agree to assure the Releasee is reimbursed by the designee for any and all damage occurring as a result of the use of the common facilities by the designee, designee's family or social guests. If the designee fails to cover the costs of damage repair, I agree to pay for the damages.

By signing this Waiver and Assumption of Liability and Risk, I fully assume all liability and risks for utilization of the Releasee's common facilities by the designee, the designees family and social guests. I further agree to indemnify and hold harmless the Releasee, its employees, agents, officers, from and against any and all liability incurred as a result of or in any manner related to the designees utilization of the common facilities and properties.

I hereby certify that I am of legal age and competent to execute this Waiver and Assumption of Liability and Risk, that in doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent.

I have read and understood the foregoing, and acknowledge my consent to the terms of this Waiver & Assumption of Liability and Risk by signing this Waiver.

Dated: _____

Name(s): _____

Signature(s): _____

Address: _____

Telephone: _____ Lot Number: _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____

Notary Public State of Tennessee

My Commission Expires

ADDENDUM 2

TELLICO HARBOR SUBDIVISION

CLUBHOUSE USE RESPONSIBILITY AGREEMENT

I, the undersigned, will be totally responsible for the Tellico Harbor Subdivision Clubhouse making sure use is in accordance with the guidelines, that the guidelines are followed during usage and that the key is returned.

I further agree to assume any and all responsibility for myself and my guests and agree to hold harmless and indemnify the POA for any injury or harm which may occur on the premises during usage. I agree to pay for any damage to the facilities which occur during usage.

I have been given a copy of the Tellico Harbor Property Owners' Association Rules & Regulations – Section 7 COMMON FACILITY USE GUIDELINES- Rev. (1) and I have read and fully understand my responsibility for the clubhouse, dock and my guests during usage and acknowledge my consent to the terms contained in the Common Facility Use Guidelines by signing below.

NAME: _____

LOT #: _____

ADDRESS: _____

PHONE NUMBERS: HOME: _____ CELL: _____

PERSON PICKING UP KEY OTHER THAN PERSON RESPONSIBLE:

SIGNATURE OF PERSON RESPONSIBLE:

DATE: _____

(Agreement valid from this date forward until revoked)