

## ADMINISTRATIVE RULES AND REGULATIONS

As Established by  
The Board of Directors  
May 9, 2009

Pursuant to Article XVI, Section 1 and 2 of the By-Laws of Outdoor Resorts at Gatlinburg, the following rules governing the conduct of all individuals with the park (lot owners, visitors and renters) shall remain in effect until amended by the Board of Directors. The Security Force employed by Outdoor Resorts at Gatlinburg has been charged with the responsibility of requesting your cooperation in correcting violations when they are observed.

1. VEHICLES: OUTDOOR RESORTS AT GATLINBURG IS NOT RESPONSIBLE FOR INJURIES OR DAMAGES TO OTHERS INCURRED USING ANY VEHICLE OR PERSONAL EQUIPMENT.
  - a. The operation of mopeds, mini-bikes, motorcycles, go-carts and similar motorized vehicles shall not be permitted within the park, except to and from the campsites and the gate. Battery operated scooters that do not exceed 10 MPH and vehicles for the handicapped shall be accepted.
  - b. Operators of any motorized vehicle, including golf carts, within the park shall be required to have a valid driver's license. Lights are required on any motorized vehicle operated in the park after dark. "Dark" shall be defined as the time when the "Night Watchman Lights" come on in the evening. All operators shall abide by the posted (10) MPH speed limit.
  - c. The speed limit on all streets within the park is 10 MPH MAXIMUM FOR EVERYONE! PEDESTRIANS HAVE THE RIGHT OF WAY AT ALL TIMES!
  - d. Bicycles shall not be ridden in the park after dark. "Dark" shall be defined as the time when the "Night Watchman Lights" come on in the evening.
  - e. All non-motorized equipment with wheels shall not be ridden on porches, ramps, steps, walkways and paved areas around the swimming pools. Handicapped equipment, strollers and baby buggies are accepted.
  - f. Parking is only permitted on driveways and in designated parking areas. All parking in any Common Parking Area will be limited to no more than (7) days with an interval of 14 days before reusing any common parking area. If designated parking areas are full, parallel parking along the curb of the main boulevard (between the front gate and the recreation hall) will be permitted. No recreational vehicles or campers may be parked in the campground in any area other than designated campsite lots for more than (72) hours. Violations will be towed away and stored at the owner's expense.
  - g. Parking on patios will not be permitted for cars, trucks or campers.
  - h. All campers shall be backed into driveways.
  - i. All persons using the park shall respect the rights and property lines of all others in the park. Property lines generally run from utility pad to utility pad.
  - j. All golf carts must be identifiable for security. Therefore, all lot owners' golf carts, while in the ORA confines, must have the owner's lot number affixed to the front of the vehicle between the headlights. Golf carts brought into the park by renters must have a visitor tag, obtained from the rental office, attached to the front of the vehicle.

2. THE CONSTRUCTION, MAINTENANCE AND /OR USE OF THE FOLLOWING ARE **PROHIBITED** ON ANY CAMPSITE OR COMMON AREA WITHIN THE PARK:

- a. TV and/or radio antenna, mini-satellite dish exceeding 22 inches, except those mounted on the recreation vehicle and not in excess of 25 feet high, measured from the ground level.
- b. Permanent or semi-permanent structures including: sun rooms, storage buildings (as determined by the Board of Directors), wooden decks or an awning of material other than canvas cloth-type vinyl. Soft screen rooms will be permitted if they are attached to the awning roller and do not extend beyond the patio.
- c. Outside toilets, clotheslines, garbage cans and ground tents of any type.
- d. Shrubs, trees, flowers etc., that obstruct access to existing utilities.

3. THE FOLLOWING RULES SHALL APPLY TO THE PLACING OF ANY CAMPING UNIT ON ANY LOT BY THE OWNER:

- a. Prior to purchase of any camping unit, the lot owner should study and thoroughly understand the Master Deed, By-Law Article IVI, Section 3-1, regarding conformance requirements. Lot owners have the sole responsibility for determining that their camping unit is in compliance before it is purchased and brought in the park. **NO UNIT WILL BE ALLOWED TO REMAIN IN THE PARK ONCE THE DETERMINATION HAS BEEN MADE BY THE BOARD OF DIRECTORS THAT THE SUBJECT UNIT IS IN VIOLATION OF THE BY-LAWS.**
- b. All electric recreational vehicles will not be permitted to remain in the park.
- c. Skirting of the camping unit shall be limited to the cloth-type vinyl material to enclose the gooseneck area on fifth wheel recreational vehicles, to cover wheel wells or to complete soft screen room along the curbside of the unit. Rigid vinyl siding will be permitted to cover around the bottom frame of the camper and may not exceed 15 inches in length. The skirting over wheels may extend to ground but may not exceed 72 inches in width.
- d. No part of any unit shall be allowed to obstruct access to or cover the existing utilities, which must be accessible for repair and maintenance of the utility system.
- e. A camping unit having a shed, gable or shingle roof or masonite, wood or lapboard (wood, vinyl or aluminium) siding shall not be permitted to remain on any lot.
- f. A portable RV slide-out product is permitted to cover an individual single slide-out as designed by DuraBilt Products model DFB-07 or its equivalent specifications not to exceed 12" on the left and/or the right side of the slide-out and not to exceed 3" of overhang. The color of product must be the same as the manufactured roof color or body color of the unit.
- g. Wheels must remain on camping units at all times.
- h. Unsightly personal property, trash or rubbish shall not be permitted to remain on any lot.
- i. Campers will not exceed property lines.

- j. All camping units remaining on lots from November through April must be tied down securely to resist the winds experienced in this area.
4. OTHER REQUIREMENTS:
- a. Quiet time is from 11:00 PM to 7:00 AM. Cruising is not permitted during quiet time. Bug zappers are prohibited during quiet time.
  - b. Children under ten (10) years of age must be accompanied by an adult in posted areas.
  - c. No animals or fowl(s) shall be kept on a lot, except customary household pets, which must be on a leash no longer than eight (8) feet. Household pets shall be restricted to owner's lot and designated areas only. Owners must clean up after their pet. No pet shall be left unattended. All pets shall be controlled by the owner and not allowed to become a nuisance (excessive barking, etc.).
  - d. Smoking is prohibited in all buildings and pool areas.
  - e. No alcoholic beverages are permitted on any common areas.
  - f. No signs of any kind shall be displayed on any site without the written consent of the Board of Directors, except one personal identification sign per lot and only one (1) For Sale sign per lot is permitted to be displayed on each lot.
  - g. All sewer outlets must be sealed securely in compliance with Tennessee State Law.
  - h. Upon request, the Board of Directors may grant approval for temporary parking (not to exceed forty-eight (48) hours) of an additional camping unit on a lot for purposes of loading or unloading only.
  - i. Recreational vehicles and campers are to be washed at least once per year, preferably before Memorial Day.
5. ALTERATIONS AND/OR ADDITIONS of the following type may be permitted. A written request must be directed to the Lot Improvement Committee, through the Condominium Office. An explanation and drawing showing the addition and distances from adjoining lots and common areas must accompany request. **Applications are available in the condo office.**
- a. DRIVEWAY – An addition to the existing asphalt driveway from the street to the patio may be approved, provided the same does not exceed the width of the patio. The asphalt driveway may be extended no further than the rear property line.
  - b. PATIO – An addition of not more than two feet in width may be approved, provided the total width does not exceed ten (10) feet. An addition to the rear of the patio may be approved, provided it does not extend beyond the rear lot line. Additions to the front existing patio may not extend closer than ten (10) feet to the street.
  - c. FIREPLACES OR FIRE RINGS – Not more than one (1) fire ring or fireplace shall be permitted on each lot. It must be a minimum of six (6) feet from the property line of any adjacent lot. The fireplace must be constructed of stone and completely lined with firebrick.

- d. FENCES – May be approved by the Lot Improvement Committee (on an individual lot basis) for safety reasons. The authorized fence must be a split-rail type. No privacy fences shall be allowed.
- e. RETAINER WALL – It may be approved on an individual lot basis to correct erosion drainage and/or topographical problems. The height and length for any wall will be at the sole discretion of the Board of Directors. All structural retainers must be covered with rock. Those structures abutting the creek may also require Corps of Engineer permits, which must be obtained prior to the start of any construction.
- f. LIGHTING – All outdoor lighting post and landscape lighting must be approved prior to installation.
- g. ADDITIONS, WHICH COVER EXISTING UTILITIES, shall be repaired at the lot owner's expense if the Condominium Association has to excavate or otherwise damage the addition in order to repair or maintain the utility system.
- h. THE LOT IMPROVEMENT COMMITTEE shall issue a permit (valid for one year from the date of approval) for any addition or alterations before work may be started. The Association Board shall inspect the work in progress and report on any damage done to common area and/or adjoining lots. The Lot Owner shall be financially responsible for any damage done to common areas, adjoining lots and/or the utility system as a result of any alteration or additions. Any deviation from the approved permit shall not be allowed. Non-compliance with lot improvement guidelines will result in removal of building alterations or additions at the owner's expense.

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## **Administrative Enforcement Procedure**

### **Outdoor Resorts at Gatlinburg, Inc.**

(Revised December 12, 2009)

Pursuant to Article III, Section 10(d) and (j), Article VII, Section 1(1) and Article XVI of the Bylaws, Outdoor Resorts at Gatlinburg, Inc., through its Board of Directors, has adopted the following Administrative Enforcement Procedures as part of the Rules and Regulations of Outdoor Resorts:

(1) **Review of Violations.** The Board will generally only address and seek to resolve, as appropriate, those violations of the Master Deed, Bylaws or Rules & Regulations which are presented to the Board in writing, dated and signed *or* discovered by a Board member directly and brought to the attention of the Board at a meeting. The Board does not assume the responsibility to seek out or search for violations. Absent exceptional circumstances, the Board will not accept or review anonymous or verbal reports of alleged violations. The person properly reporting an alleged violation will be notified of the Board's action, if any, in due course.

(2) **Notification of Violations.** If the Board finds cause to believe a violation has occurred, it shall employ the following protocol, if circumstances allow:

- First. Notification of the violating party (verbal or written) with a request to take corrective measures;
- Second. Certified or hand delivered letter to the violating party setting forth the requirements for correction and, if appropriated, a deadline for compliance;
- Third. Direct remedial measures by the Association and/or the imposition of fines;
- Fourth. Legal action.

Provided, however, if the urgency of the situation or nature of violation does not allow for use of this protocol, the Board shall undertake one or more of these measures and such other legal measures as may be provided for under the development instruments and as provided by law. Moreover, nothing provided herein shall be deemed to prohibit the Board from taking any available or expedited measures in the event any conduct or violation may be deemed detrimental to the health, safety or welfare of persons and property within the community.

(3) **Right to Appear.** Subject to the provisions set forth above, the party believed to be in violation shall be granted the opportunity to appear before the Board of Directors at the next scheduled Board meeting following notice of the violation. If circumstances permit, the Board may defer further actions permitted herein until said meeting.

(4) **Schedule of fines.** Fines for violations in the nature of personal conduct/behavioral offenses shall be in the amount of Fifty Dollars (\$50.00) for the first offense and One Hundred Dollars (\$100.00) for continued or subsequent offenses, up to a maximum of One Thousand Dollars (\$1,000.00). Fines for violations in the nature of real property/improvements/use violations of lots or common areas shall be Five Hundred Dollars (\$500.00) if not resolved by a deadline date allowed by the Board and an additional Five Hundred Dollars (\$500.00) for each and every month thereafter the violation remains unresolved, up to a maximum of Five Thousand Dollars (\$5,000.00). Such fines may be imposed *in addition* to all other available remedies.

(5) **No Waiver.** The Administrative Enforcement Procedures set forth herein are in no way to be deemed as a waiver of the rights of the Association to undertake such other enforcement measures as provided for in the Master Deed, Bylaws, Rules & Regulations and by law. Moreover, failure to utilize the procedures set forth herein or to take enforcement measures of any kind shall not be deemed or treated as a waiver by the Association to undertake any and all available enforcement measures in any other, similar or future violations.

(6) **Costs of Enforcement.** In the event fines are imposed as provided for in Paragraph (4) above and remain unpaid, the Association shall have all enforcement rights to collect the fines as provided for in the collection of assessments in the Master Deed and Bylaws, including lien rights, rights of sale, recovery of attorney's fees and other costs and expenses incurred in collection. Additionally, the Association shall have the right to recover all costs of collection, including reasonable attorney's fees, in the event any legal action is necessary to enforce the provision of these administrative enforcement rules & regulations.