



Docks at Caney Creek Property Owners Association, Inc.

RULES AND REGULATIONS OF THE ASSOCIATION EFFECTIVE DECEMBER 1, 2010

Notice: These Rules and Regulations of the Association are established by the Board of Directors pursuant to authorities granted by Articles 1.23, 1.39, 4.1, 4.6, and 10 of the Declaration of Covenants, Conditions and Restrictions for Docks at Caney Creek (Declaration), as amended. The Declaration remains the governing document with respect to rules and regulations; these Rules and Regulations do not replace the provisions set forth in the Declaration – they are established solely to supplement and/or clarify provisions of the Declaration.

The Rules and Regulations of the Association do not address, supersede, or override any applicable laws or regulations promulgated by public agencies/authorities. In any conflict between the Rules and Regulations and applicable public laws and regulations, the applicable public laws and regulations shall have precedence. Lot owners, their family members, hired contractors, tenants, and invitees must obey all applicable public laws and regulations and these Rules and Regulations while at Docks At Caney Creek.

These Rules and Regulations are effective as of the effective date noted above and supersede and replace all previous publications of rules and regulations promulgated by Land Resources and/or Southern HOAM, and particularly the document titled “Architectural Design Guidelines and Rules and Regulations for Docks At Caney Creek”. A separate document titled Design Guidelines has been adopted by the Board of Directors that establishes requirements for design and construction of homes and associated structures and docks.





DOCKS AT CANEY CREEK PROPERTY OWNERS ASSOCIATION, INC.

**RULES AND REGULATIONS OF THE ASSOCIATION
EFFECTIVE DECEMBER 1, 2010**

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SECTION 1: INTRODUCTION

These Rules and Regulations are promulgated by the Board of Directors pursuant to authorities granted to the Board of Directors by the Declaration, Articles 1.23, 1.39, 4.1, 4.6, and 10, which together establish the intent of establishing rules and regulations in common for residents at Docks At Caney Creek to ensure pleasant, appealing, and safe living conditions for all residents and to preserve and protect property values.

The Board of Directors created these guidelines to supplement the Declaration and should be interpreted within the context of the Declaration, particularly Article 10, Use Restrictions. These Rules and Regulations are provided for clarification purposes only and do not replace the provisions set forth in the Declaration.

The Board of Directors is available to discuss any issues arising from these Rules and Regulations. Please do not hesitate to ask questions or bring issues to the attention of the Board of Directors.

Our goal is for every family and every family member to have pleasant, enjoyable living experiences at Docks At Caney Creek and we are confident that Association members strongly support high standards of personal conduct and community living.

The Board of Directors
Docks At Caney Creek Property Owners Association, Inc.



SECTION 2. GENERAL INFORMATION

A. The Board of Directors reserves the right to modify, amend, or rescind any of these Rules and Regulations, providing advance written notice is provided to all Lot Owners as required by the Declaration.

B. Tenants, contractors, employees, invitees, and family members of Lot Owners are required to abide by these Rules and Regulations. Lot Owners are ultimately responsible for compliance with these Rules and Regulations. Residential leases must reference and include a copy of these Rules and Regulations in the residential lease.

C. References definitions

BOD	Board of Directors of POA
DACC	Docks At Caney Creek subdivision
Declaration	Declaration of Covenants, Conditions, and Restrictions for Docks At Caney Creek
DG	Design Guidelines
DRB	Design Review Board
Lot Owner	An owner of a lot or lots in Docks At Caney Creek subdivision in good standing with the POA
Owner	Lot Owner
POA	Docks at Caney Creek Property Owners Association, Inc



SECTION 3: COMMUNITY STANDARDS

A. DESIGN AND CONSTRUCTION OF HOMES AND ASSOCIATED WORK

1. All construction of homes and associated work, including the construction of private boat docks, must be approved in advance by the Design Review Board. The requirements for applying for approval and the underlying design and construction requirements and guidelines are set forth in the Declaration and in a separate document, Design Guidelines, established by the DRB and BOD pursuant to authorities established in the Declaration. Please carefully review the provisions of the Design Guidelines (which includes an extract of Declaration Article 9 Architectural Standards) prior to commencing any design or construction/modification of a new home, an existing home, a lot, or private dock.
2. All modifications to buildings, sites and private docks must be submitted to the DRB for approval in accordance with the Design Guidelines. This includes but is not limited to modifications or additions such as storm doors and windows, garages, room additions, porches, decks, changes to roof lines, or extensions or increased elevations of private boat docks.
3. Repairs or maintenance to a home, site, or private boat dock that maintain or restore such to its approved design, materials, and colors do not require prior approval of the DRB.

B. LANDSCAPE MAINTENANCE

1. Unimproved lots must be mowed/bush-hogged at least annually to maintain a minimum fire safety posture for the community by limiting the build-up of excessive fuels that can support uncontrollable wild fires.
2. Owners are responsible for removal of debris, clippings, etc. from their lot and from their property line to the center of the street(s) bordering their lot.
3. Erosion control practices must be utilized as necessary to control and prevent erosion of soils. The Owner is responsible to maintain natural surface drainage ways traversing their lots. Suitable ground covers and/or mulches should be used to cover bare areas.
4. Owners must follow the landscape design approved by the DRB, however plantings of any sort that comply with the approved plan do not require additional approval. Further, plantings of supplemental ornamental shrubbery, ground covers, and flower beds do not require DRB approval.
5. All planter beds must be mulched with locally available wood-based mulches, pine straw, or river rock and maintained reasonably weed free.
6. Turf and planter bed edging should be kept neat and trimmed, maintaining clearly defined edges.
7. Lots shall be kept in good order and repair, including regular mowing of all improved yard areas, pruning, weeding, and fertilizing.
8. Extreme care should be exercised in the use of herbicides to avoid run-off damaging other desirable vegetation within the community or polluting public waters.
9. There shall be no outdoor storage of garden tools, supplies, or equipment except in approved Accessory Structures. Such items stored under porches or decks must be screened. Garden hoses may be neatly coiled on reels attached or placed near the exterior faucets so long as they are screened from public viewing from the front of the house.
10. Dead, or unsightly, diseased trees and shrubs must be removed by Owner within a reasonable time; however, no later than 60 days following Owner's receipt of written notification from the Association to remove such.

C. EXTERIOR DECORATIVE OBJECTS AND LIGHTING



1. Permanent decorative objects intended to be placed in any area of the lot must be approved by the DRB. These include, but are not limited to sculptures, fountains, flag poles, etc.
2. Exterior landscape and structure lighting requires approval of the DRB. All such lighting must have the least level of illumination reasonably necessary to achieve the aesthetic or safety goals. Exterior lighting should be shaded and/or directed so as not to project light upward into the night sky or into adjacent residences.
3. Seasonal holiday lighting and decorations are permitted, but may not be displayed more than four weeks before or two weeks after the associated holiday.

D. SAFETY AND SANITATION

1. Children's Play: Children's activities within DACC must be appropriately supervised by parents or guardians. Parents must ensure children comply with all state and local regulations regarding safe play, bicycling, etc.
2. Fireworks: The discharging or lighting of fireworks within DACC, community docks, and private docks is prohibited.
3. Weapons: In addition to the provisions of Article 10.11 of the Declaration, prohibition of discharges shall also apply within community docks and private docks. Additionally, archery is included as a prohibited discharge.
4. Trash: Lot Owner shall abide by the Trash Collection Program established by the Association, if any, as amended from time to time. Trash containers must be stowed out of sight of the front street of the home inside the garage or within a fully screened (fenced) exterior area on the side or rear of the house. Residents are responsible for clean-up of trash spillage from containers for any reason.
5. Pets: These rules and regulations for pets supplement the provisions of Articles 4.7(c), 10.6(b), and 10.7 of the Declaration. Only those animals which are permitted in the Declaration shall be permitted at DACC.
 - a. Owner Responsibility: The owner of a pet shall be directly responsible for any damage or inconvenience caused within DACC by the pet. Pet owners shall control the behavior of the pet at all times. Any pet, the ownership of which is regulated by state or local regulations requiring licensing, must be so licensed and tagged.
 - b. Restrictions on the Type and Number of Pets: No more than two (2) generally recognized house pets (e.g., dog, cat, etc.) may be kept in any home at DACC. If any jurisdiction for Rockwood, Harriman, Roane County or State of Tennessee enacts breed restrictions, pet owners shall be required to abide by such regulations. Notwithstanding the foregoing, any animal demonstrating threatening or hostile behaviors towards any person acting within reasonable bounds of courtesy and respect may be required by the Association to be removed from DACC.
 - c. Leashes: Pets must always be on leashes when off the pet owner's property.
 - d. Sanitation: Owners of pets must immediately remove droppings of pets from the streets, common areas, and yards of any other person's lot. Owners must not allow accumulation of pet droppings within their lot such that odors or contaminated surface water drainage will affect other lots, or otherwise pose a general health risk to the neighborhood or lot.
 - e. Outdoor Pets: No pet shall be staked or tied out of doors or left outside unattended. The housing of pets outdoors in a pen, kennel, or shelter of any kind is prohibited in DACC. Pets may not be left outdoors while the pet owner is vacant from the lot nor be left outdoors overnight.
 - f. A structure, pen, or shading device used solely for temporary comfort or protection of the pet from inclement weather may be built or placed on the lot with the prior written approval from the DRB and subject to the Design Guidelines.
 - g. Pets whose behaviors disturb neighbors with undesirable noise or behavior are prohibited at DACC.



6. **Wastes and Hazardous Materials:** Lot owners are prohibited from dumping, discarding, or discharging any trash, lawn wastes (including soils and erosion run-off), or hazardous chemicals or substances on their lots, or in Common Areas, storm swales, ditches, catchments, storm sewers, boat docks, or waters and watershed areas of Watts Bar Lake.

E. NUISANCES / DISTURBANCES / SOLICITATION / GARAGE SALES

1. **Nuisances:** No Lot Owner, resident, or their invitees may act or use a lot, streets, common areas and facilities including docks, in such a way as to unreasonably annoy, embarrass or discomfort other Lot Owners or residents or dock licensees, or which could cause the cancellation of insurance carried by the Association. Notwithstanding the above, nothing herein shall be construed to affect the rights of an aggrieved Lot Owner to proceed individually for relief from interference with his property or personal rights.
2. **Noise Disturbances:** Noises on a lot or on common areas and docks resulting from activities, televisions, radios, stereos, musical instruments or pets shall not disturb other residences or dock licensees. Any excessive noise which can be heard outside a home, and which is not necessary pursuant to legal and proper use of tools and equipment for the construction, repair, and maintenance of homes and landscape, shall constitute unacceptable noise. Noise generation activities of any sort shall be curtailed after 9:00 PM daily.
3. **Solicitation:** Solicitation by commercial enterprises whether or not owned or operated by a Lot Owner, is not authorized within Docks at Caney Creek.
4. **Garage Sales and Tag Sales:** Reference Article 10.4(d) of the Declaration. The Board of Directors provides blanket approval of garage sales, moving sales, rummage sales or similar activities as follows: if DACC entrance gates are secured and require an access code, garage sales and tag sales will be permitted within Docks at Caney Creek only on designated community-wide days established by the Association; if DACC entrance gates are unsecured and open to the public, Lot Owners may conduct one such sale on two consecutive weekend days annually at their convenience, conducted entirely within the hours of 8:00 AM and 5:00 PM.

F. SALES AND LEASING

1. **Docks At Caney Creek Documents:** Any sale or lease within Docks at Caney Creek must comply with the Declaration, Bylaws, Rules and Regulations, Design Guidelines, and Slip License Agreement (if applicable) of the Association. Each Lot Owner who sells or leases their lot shall provide a copy of these Docks at Caney Creek documents to the purchaser or lessee prior to closing of the sale or execution of the lease.
2. **Seller To Notify Association:** The seller or lessor of a lot must notify the Association in writing of the transaction immediately upon closing the transaction. The notification must include the effective date of sale or lease, the name and contact information for the new owners or lessees, the title company involved (if any), and the real estate agents involved (if any).
3. **Purchaser To Notify Association:** Within 30 days following closing, the purchaser of a lot is required to provide the Association with a copy of the Warranty Deed for the lot purchased that clearly identifies the correct subdivision plat plans and lot boundaries and the new Owner's legal name, address, and telephone number.
4. **Tenant Lease:** Only members of the Association in good standing may lease their premises to a tenant (in whole or in part). The Lot Owner must provide the Association a copy of the tenant lease form prior to execution of a lease of the premises to a tenant, which may be used only upon the prior written approval of the Association, which shall not be unreasonably withheld. The Lot Owner will provide a copy of the final executed Tenant Lease to the Association. Among other things, the Tenant Lease must contain provisions that 1) Tenants may be denied use of the common areas or access through community entrance gates if an approved executed lease is not on file with the Association, 2) in the event that the Association suspends the rights of a Lot



Owner to use the community common areas, facilities or docks, such suspension shall also apply to all tenants of the Lot Owner, 3) in the event that Lot Owner ceases to be a member of the Association in good standing, the Tenant Lease shall become null and void, and 4) Tenant agrees to abide by the terms and conditions of the Declaration and Rules and Regulations.

G. SIGNS:

1. The placement of signs within DACC is prohibited, except for signs displayed by:
 - a. the Association pursuant to the business of the Association;
 - b. builders for appropriate safety and identification of the general contractor pursuant to the Design Guidelines;
 - c. security service firms identifying security monitoring at the lot. Such security service signs shall be no larger than one (1) square foot in size and may display the service company logo and color scheme;
 - d. Realtors or Lot Owners identifying the lot/home for sale or for lease. Such "For Sale" or "For Lease" signs shall be 18" x 24" and conform to specifications set forth by the Association as provided on the Association web site FAQ Page. Such signs may display the lot number, phase number, street address, real estate brokerage name or "For Sale By Owner", sales representative name and telephone number. Realtor logos are permitted. The proper For Sale or For Lease sign must be provided by the Lot Owner. All such signs shall face the road that provides vehicular access to the lot and be set back from the curb a minimum of twenty (20) feet or against the back edge of the Association-mowed frontage of the lot, whichever is less, situated at an elevation that is conveniently observable from vehicles. "Sold" signs are prohibited;
 - e. persons pursuant to requirements of jurisdictional authorities with respect to public notices and building permits.
2. All signs shall face the road that provides vehicular access to the lot.
3. No signs may be placed in windows or affixed to structures except pursuant to paragraph G.1.e above.
4. All other signs, except as permitted above are prohibited.

H. MISCELLANEOUS STANDARDS

1. Garden Plots: Garden plots are permitted provided they conform to the following requirements:
 - a. The plot must be located in the rear of the house
 - b. The plot is limited in size to one quarter (1/4) of the lot size.
 - c. Plants must not exceed six (6) feet in height
 - d. The plot is not visible from the street(s) bordering the lot or is behind an approved privacy fence.
 - e. If meeting any of these requirements is problematic for an Owner on his/her lot, then submit a written variance request for DRB consideration.
2. Fences: Installation of fences must be approved by the DRB. Review the Design Guidelines and submit an application if planning to install a fence of any sort. Owners are required to maintain all fences in a safe and appealing state of repair. Fences located on property lines are the joint responsibility of each Lot Owner to maintain and repair.
3. Antennas and Satellite Dishes: Antennas and satellite dishes of any sort designed for transmission and/or reception of electromagnetic radiation are controlled by the Design Guidelines. Lot Owner must maintain, repair, and replace such equipment in a safe and attractive condition. Lot Owner must re-attach any such equipment dislodged from its installation points within 5 business days.
4. Pools and Spas: Exterior pools and spas must be approved by the DRB.



5. Trampolines / Play Equipment: Trampolines may not extend beyond the building lines of the sides of the home and must be securely anchored to the ground to avoid being cast about the community by high winds. All other safety features, requirements, and manufacturer's recommendations must be followed.
6. Recreational Vehicle Lot: Lot Owner must register all vehicles and trailers that Lot Owner desires to place in the RV lot. This registration will require proof of ownership, proof of current valid vehicle registration from the State of Tennessee (or temporary valid registration from another state) and full contact information for the Lot Owner. Derelict, unregistered, or expired registration vehicles are prohibited. Lot Owner will maintain all tarps and covers in good working order and appearance and securely attached to the vehicle. No storage other than recreational vehicles, boats/boat trailers, and property of the Association is permitted in the RV lot unless approved in writing by the Association.
7. Private Dock Owners: Lot owners with private docks must maintain their docks in a safe condition and pleasing appearance.

I. COMMUNITY BOAT DOCKS: With the exception of private boat docks attached to individual lots, the community boat docks at DACC are owned by the Association pursuant to a Permit for Community Docks granted by Tennessee Valley Authority. The Association is the Licensor of slips located in the community boat docks under slip license agreements. The community boat docks contain i) designated community slips, ii) vacant slips reserved by the Association for re-licensing, and iii) slips reserved by slip licensees (Licensee). Designated community slips (if any) are certain slips made available on a first-come/first-served basis for use by Association Members in good standing with the Association and their invitees for temporary (transient) day or overnight docking. Such temporary mooring shall not exceed 72 Hours without the written permission of the Association. All other slips not designated a community slip are reserved slips for the exclusive use of slip licensees. Subject to Permitted Conveyances, failure of Lot Owner to remain a member in good standing of the Association or to pay lot assessments and/or dock maintenance and capital assessments when due may cause permanent revocation of any slip license agreement(s) held by the Lot Owner with forfeiture of any slip license fee paid by the slip licensee, and the re-licensing of the slip(s) to another slip licensee by the Association. Lot owners and their guests and invitees mooring to or entering upon the boat docks for any reason must abide by the following rules and regulations:

1. Permitted Conveyances: Licensee is not permitted to sublet, substitute vessels, transfer vessels between slips, or move an additional vessel into the licensed Slip without the prior written consent of the Licensor. Licensee shall not assign its rights under this Agreement without the prior written consent of Licensor. Licensee shall not assign, convey, transfer or sell the License to any party except, i) if retaining ownership of Licensee's lot in Subdivision, the Association shall have a right of first refusal to re-purchase the slip license at a price of 100% of the then current offering price which Association publicizes for the availability of vacant slips for a similar slip, which re-purchase must be elected by the Association within 10 business days of receiving Licensee's written offer to sell; in the event Association does not so elect to re-purchase, Licensee may sell to a Member in good standing of the Association, or ii) as an integral part of the sale and conveyance of the Licensor's Lot in the Subdivision so long as a) outstanding Association, Dock Maintenance, and Capital assessments, fees and charges are paid at closing of the lot transaction, b) the slip license conveyance agreement specifically identifies the purchaser's obligation and amount to pay the existing slip licensee for any and all slip license fees intended to be paid to the existing slip licensee, and (c) the new Lot Owner executes a new slip license agreement with the Association at or before the closing. Any such assignment, transfer or sale of the License must have the prior written consent of Licensor, which may not be unreasonably withheld.



2. All users of the docks must conduct themselves in a manner that will not interfere with other vessel owners or the normal operation of the docks. Consideration must be given to others as to language, actions, and noise.
3. All vessels utilizing the community boat docks must be insured with the following minimum insurance coverages:
 - a. Boat and Boating Equipment coverage for the estimated replacement value of the vessel and associated equipment
 - b. Boating Liability "Protection and Indemnity" insurance with minimum coverage of \$300,000 per incident, bodily injury and property damage
 - c. Fuel and Other Spill Liability coverage of \$500,000 each incident
 - d. Medical Payments coverage of \$10,000 limit each person each accident
 - e. Uninsured Boater coverage of \$300,000 per accident
4. The Licensee must provide the Association proof of having obtained insurance in the appropriate minimum coverages specified above at the time of execution of this Agreement, at annual anniversaries of this Agreement, or at any time requested in writing by the Association. Failure to obtain and maintain insurance and provide evidence of such as noted above may result in Licensor terminating the slip license agreement.
5. All vessels must be properly moored and tied with adequate mooring lines and boat fenders so as to prevent damage to other boats, docks or pilings. Boat owner is obligated to supply its own mooring lines and boat fenders of proper size and condition to safely secure the vessel. If Licensor determines, in its sole and absolute discretion, that boat owner's mooring lines and boat fenders are inadequate or such mooring lines fail for any reason, Licensor shall have the right, but not the obligation, to replace such lines at the boat owner's expense with a 200% penalty.
6. Boat owner shall not store any supplies or equipment on walkways or docks, or construct any structure, install lockers, mount any equipment, TV antennas or install carpet on any dock or finger pier without written permission from the Licensor. Unauthorized items will be removed and disposed of by Licensor at the Licensee's expense and risk.
7. Refuse and garbage must be placed in plastic bags and properly disposed of by boat owner. Cleaning of fish on walks or docks is not permitted. No refuse should be dumped into the water.
8. Boat owner agrees not to idle the vessel while in either forward or reverse gear while the vessel is tied at the dock.
9. Pets must be in boat owner's control at all times. Dogs must be on a leash and must be walked off the dock premises. Boat owner is responsible for cleaning up droppings.
10. Cooking devices other than original fixed equipment from the vessel manufacturer must not be used on the docks (on or off the vessel).
11. The use of portable heaters is not permitted aboard any vessel except (i) fixed heaters originally installed on vessels as furnished from the vessel manufacturer, and (ii) permanently mounted after-market, marine-rated engine compartment heaters.
12. Boat owners or operators are not permitted to discharge the contents of heads into the water while in the docks. It is recommended that marine heads be pumped out at Caney Creek Marina, 3745 Roane State Hwy.
13. In the event gates are installed to restrict access to the docks, one key will be issued to Licensee upon full payment of all charges and assessments due under the Declaration and Slip License Agreement. Extra keys may be obtained from Licensor by making an additional deposit in the sum of \$15.00 per key. Lost keys will be replaced at a fee of \$25.00 per key.
14. The Licensor shall have the right, but not the obligation, to take such steps that it determines in its sole and absolute discretion are reasonably necessary to protect any vessel while at the dock. Boat owner shall be obligated to pay the Licensor for any labor and materials supplied plus a penalty of 200% of the actual cost incurred. Failure to pay the charge and penalty when due shall incur an interest fee at the rate of 18% per annum or the maximum amount permitted by law until the charges, penalty, and interest fee are paid in full. Notwithstanding the fact that Licensor may take such steps, Licensor does not assume any responsibility for said protection and/or damage to



- the vessel, personal property or personal injury. Nothing contained herein shall be construed to impose upon the Licensor any duty to Licensee to protect Licensee's vessel or property.
15. Contractors or persons engaged by boat owner are not permitted to work on the boat without executing an agreement with the Licensor warranting that the contractor and/or other personnel will carry a \$500,000 minimum amount of liability insurance as well as Worker's Compensation insurance and, upon request, will provide the Licensor with a Certificate of Insurance naming Licensor as additional insureds prior to commencing any work. In addition, boat owner must indemnify and hold harmless Licensor from any and all claims that may arise from the work being performed by contractor.
 16. Any condition on or around a vessel declared a hazard in the judgment of Licensor shall be rectified or removed to the satisfaction of Licensor within seven (7) days of notification of the hazard.
 17. Only non-toxic, marine-safe anti-freeze can be used in boats moored at the docks.
 18. Boat owner shall provide Licensor with day and night telephone numbers, email address, and address at which boat owner can be reached in an emergency and to which mail shall be addressed.
 19. Laundry shall not be hung on boats, finger piers, superstructure, pilings or gangways of the docks.
 20. Children 15 years of age or younger must be accompanied by an adult and children 12 years of age or younger must wear USCG-approved life preservers at all times while on docks.
 21. All water areas within 300 feet of any DACC dock structure are mandatory no-wake zones for all vessels including personal water craft; the maximum speed for approaching or leaving the dock areas is that speed at which the vessel creates no wake – typically approximately 3 mph – or minimum sustainable idle speed for a properly operating vessel. When entering or leaving the docks, vessels must be under power, not sail and shall obey these Rules and Regulations and applicable state and federal laws and regulations.
 22. Licensor makes no representation regarding the adequacy of water levels for ingress and egress or mooring of boats. Licensor is not responsible for damages resulting, directly or indirectly, from low water levels, rough water, submerged objects, flotsam, or storm related causes.
 23. No running on docks.
 24. Swimming and fishing from any of the docks is prohibited except where expressly permitted by signage (if any).
 25. No open flames are permitted on the docks.
 26. No fuel may be stored on the docks or in boats except in an on-board fuel tank(s) directly connected to engine fuel systems or permanently installed marine galley cooking appliances.
 27. Electrical connections to dock electric service for operation of lifts, engine compartment heaters, battery chargers, and temporary operation of power tools are permitted if dock electric service has been installed at finger piers. Otherwise, only temporary connections to the electric service at the gangway meter pole are permitted. No electric wires shall be mounted, affixed, or run through the docks structure except in compliance with applicable electric codes for marine environments.
 28. Boat owners must maintain their vessels in operable condition with current valid boat registrations in accordance with Tennessee Wildlife Resources Agency. Boat owners are solely responsible for flotation of their boats and must repair or remove any boat that is not seaworthy. In the event of failure of a boat owner to repair or remove an unseaworthy boat after reasonable notice, the Association may procure the removal and disposal of the vessel and charge the boat owner the actual cost to mitigate the problem plus a penalty of 200% of the actual cost. Boat owners agree that the Association and its directors, officers and members shall not be liable for any loss or damages arising from a self-cure action of Association under this provision.
 29. Boat owners are prohibited from discharging any hazardous substances such as fuel or lubricants, into the water and will follow all jurisdictional environmental laws and regulations.
 30. Only front-mounted flotation boat lifts are permitted (as opposed to side mounted, ceiling-hung, or drive-on boat lifts) due to the structural design of the boat slips. All boat lifts must be



approved by the Association in writing prior to installation, which must be performed by a licensed and insured contractor.

J. CLUB HOUSE AND POOL: The club house and pool facility is for use of all lot owners in good standing with the Association. Reservations for private parties may be made for the Club House, but the pool and club house restrooms must remain available for general membership usage during normal operating hours.

Private, not-for-profit functions unrelated to Association business may be conducted at the club house if approved by the Board of Directors and providing a “sponsor” member of the Association has signed the club house use agreement making the sponsor member personally responsible for cleaning and sanitation after the event and for damages incurred, if any. The sponsor member must attend the event.

No person under the age of 18 shall utilize Club House facilities other than the restrooms unless accompanied by a parent, guardian, or sponsor member at all times.

No person under the age of 18 may swim in the pool or utilize the hot tub unless accompanied and closely supervised by a parent, guardian, or sponsor member at all times.

K. BOAT RAMP: **CAUTION, THE BOAT RAMP IS OFF LIMITS AND NOT USABLE.** The boat ramp originally constructed by Land Resources is too shallow at maximum summer pool depth to safely launch boats; therefore the Association has chained off the ramp to prevent inadvertent use and potential risk of damages or injury. Additionally, as there are river currents in this location and there is a steep drop off within a few feet after the end of the paved ramp, the Association prohibits any person entering the water in this area for any reason.

L. RV LOT: The RV Lot is for use only by Association Members in good standing with the Association for storage of recreational vehicles, boats and boat trailers, campers, automobiles and trucks. Commercial vehicles, heavy equipment, or storage of any other items are prohibited. All vehicles must maintain valid current vehicle registrations as mandated by the State of Tennessee and be maintained in a good and safe state of repair. All users of the RV Lot must register their vehicle to be stored with the Association. This registration will require proof of ownership, proof of current valid vehicle registration from the State of Tennessee (or temporary valid registration from another state) and full contact information for the Lot Owner, including emergency contact information. Vehicles not registered with the Association are prohibited and subject to being towed and disposed of by the Association. Derelict, unregistered, or expired registration vehicles are prohibited. Lot Owner must maintain all tarps and covers in good working order and appearance and securely attached to the vehicle. Service and maintenance activities on stored vehicles and vessels are prohibited except for routine cleaning tasks, tire removal/replacement, and starting battery replacement. No fuels, oils, lubricants, coolants, hydraulic fluids, or water containing any such contaminants are allowed to be drained from vehicles or vessels for any reason.

***** END *****



**UNANIMOUS CONSENT RESOLUTIONS OF DIRECTORS OF
DOCKS AT CANEY CREEK PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned persons, who are all of the members of the board of directors of Docks at Caney Creek Property Owners Association, Inc., a Tennessee non-profit corporation (the "Association"), consent to the adoption of the following resolutions without a meeting and do hereby adopt the following resolutions.

WHEREAS, the Association provided all members with photocopies of draft versions of proposed Design Guidelines and Rules and Regulations and solicited input and comments;

WHEREAS, input and comments from members were duly considered by the Design Review Board and Board of Directors and incorporated into the documents as determined reasonable and appropriate by the Board of Directors;

WHEREAS, final Design Guidelines and Rules and Regulations have been reviewed and considered by the Board of Directors;

RESOLVED, THAT the Association, pursuant to authorities granted to the Board of Directors by the Declaration of Covenants, Conditions, and Restrictions, shall adopt such new Design Guidelines and Rules and Regulations attached hereto by way of reference;

RESOLVED, THAT such Design Guidelines and Rules and Regulations be effective December 1, 2010.

RESOLVED, THAT the Design Guidelines and Rules and Regulations be officially recorded in the Roane County, TN, Registrar of Deeds or other suitable public records office,

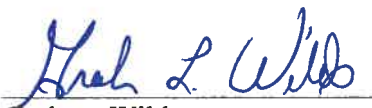
RESOLVED, THAT the Officers of the Board of Directors shall execute and deliver such applications, agreements, and other instruments, and do all other acts and things, that are necessary or desirable in order to accomplish the foregoing.

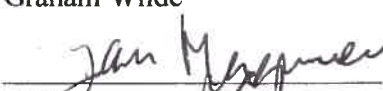
RESOLVED, THAT all such applications, agreements, and other instruments may be executed on behalf of the Association by any of the following persons, who are herein referred to as "Authorized Persons," and the signatures of any two of them shall bind the Association: the members of the Association's board of directors, who are Roger L. Smith, Alfreda Steele, Graham Wilde, and James Musgrave, and the Association's officers, who are Roger L. Smith, President, Graham Wilde, Secretary, and Alfreda Steele, Treasurer; and the Authorized Persons are hereby authorized on behalf of the Association to do all other acts and things that may be necessary or desirable in order to accomplish the foregoing.

IN WITNESS WHEREOF, this consent is executed as of November 6, 2010, and the Secretary of the Association shall place it in the minute book of the Association.


Roger L. Smith


Alfreda Steele


Graham Wilde


James Musgrave

I, Graham L. Wilde, Secretary of the Docks At Caney Creek Property Owners Association, Inc. ("Association"), do hereby certify that the foregoing documents titled Design Guidelines and Rules and Regulations, both identified as effective December 1, 2010, and Resolution were duly adopted by a majority vote of the Board of Directors of the Association on the 10th day of November, 2010.

Graham L. Wilde

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, GRAHAM L. WILDE, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself/herself to be the Secretary of Docks At Caney Creek Property Owners Association, Inc., the within named bargainer, a corporation, and that he/she as such Secretary executed the within instrument for the purposes therein contained, by signing the name of the corporation as Secretary.

Witness my hand and official seal at office on this 10th day of November, 2010.

Carla A. Dreitlein

NOTARY PUBLIC

My commission expires: 6/28/2011

