

**ATHENS BOAT CLUB INC.
CONSTITUTION AND BY-LAWS**

**ARTICLE ONE
FORMATION**

Section One: This club is a corporation formed under the laws of Georgia for social and recreational purposes, not contemplating financial gains or profits, with its domicile in Clarke County, Georgia, its corporate name "Athens Boat Club, Incorporated", and its principal place of business at 207 ABC Dogwood Drive, Dawsonville, Georgia 30534.

Section Two: The property of the club shall consist of land, improvements and equipment owned and acquired, with authority to acquire, provide, maintain and operate a club house, boat houses, docks, and other facilities as may be necessary for its purpose. The beneficial interest in the property is vested in the voting members and those who may acquire such interest and become voting members as provided in the Charter and By-Laws.

Section Three: The seal of the club shall have the words "Athens Boat Club, Incorporated" around the circumference and the words "Incorporated 1958" and "Seal" in the center.

**ARTICLE TWO
FORM OF CERTIFICATION**

Section One: There shall be issued by the Club to each charter voting member, and reissued to subsequent voting members entitled thereto, a Certificate of Beneficial Interest as follows:

Incorporated under the laws of the State of Georgia
Certificate of Beneficial Interest No. _____
\$500.00 (for members prior to 1970: \$100.00 and \$300.00 totaling \$400.00)

This certifies that _____ is the owner of one Certificate of Beneficial Interest of the Athens Boat Club, Incorporated, issued in the pursuance of and transferable in accordance with paragraphs numbered 7, 8, 9, 10, and 11 of the Charter of the said Athens Boat Club, Incorporated by the holder thereof in person or by duly authorized attorney on surrender of this Certificate properly endorsed.

Witness the Seal of said Athens Boat Club, Incorporated and the signature of its President and Secretary.

This _____ day of _____ 20 ____.

_____ President

Secretary

Paragraphs 6, 7, 8, 9, 10, and 11 of the Charter of the Club shall be printed on the reverse side of each certificate.

ARTICLE THREE MEMBERSHIP

Section One: The qualification of voting members is provided in the Charter, viz. Charter membership or the holding of the Certificate of Beneficial Interest and election to membership.

Section Two: The spouse and other family members who are domiciled with and are a part of the household of a voting member shall be entitled to all privileges and facilities offered by the Club. Only the surviving spouse of a deceased member succeeds to his or her rights of membership, with Board approval.

Section Three: Membership in the Club shall be offered by invitation only. A request that an application for membership be extended must be made by a member in good standing. The application must then be completed, recommended by three current members and two Board members, and accompanied by all fees when presented to the Board for action. The Board of Governors will act on the application and, if approved by at least four members of the Board, the applicant will be elected and the Secretary of the Club will be notified of such selection. The order in which the Board of Governors shall act on applications for membership shall be as follows: The Board shall maintain a list of applications for membership in chronological order. Applications of children of members (herein defined as being sons, daughters, stepsons, and stepdaughters) shall be so designated. As and when memberships become available, the Board shall consider applications in chronological order and shall extend invitations alternately between children and non-children to the extent that the list includes both categories.

Section Four: After election to membership, the Secretary shall notify the person elected and furnish a Certificate of Beneficial Interest, copies of the Constitution, By-Laws, and Rules of the Club, and upon their subscribing to the same and otherwise qualifying and having paid the dues and fees required, that person shall be entitled to all the rights of a member.

Section Five: Except as provided in this section, any owner of a Certificate of Beneficial Interest shall be entitled to membership in the club after meeting all the membership requirements specified above. (A) If the spouse of a deceased member inherits a Certificate of Beneficial Interest, he/she shall automatically be entitled to membership in the Club upon transfer of said Certificate to their name. There shall be no charge of any kind for such transfer and the spouse shall be

entitled to all rights and privileges to which the deceased member was entitled at the time of death, provided all accounts are brought current. (B) If a child of a deceased member inherits a Certificate of Beneficial Interest, the child shall be entitled to membership upon application to, and approval of the Board of Governors. There shall be a transfer fee of \$100.00 for the transfer of the Certificate of Beneficial Interest to the child and all accounts must be current before full membership can be enjoyed. If more than one child shall be entitled to an ownership interest in a Certificate of Beneficial Interest, only one child shall be entitled to membership of ownership of said Certificate under this Section. The child entitled to membership shall be that child who is sole owner of the Certificate at the time the administration of the estate of the deceased member is closed.

Section Six: Upon the termination of membership of any holder of a Certificate of Beneficial Interest by death or any other reason, and such person, their executor or administrator shall make arrangement with the Board of Governors to transfer any property located on or attached to Club property to a member of the Club. If the property transfer is not completed in six months of the termination of membership, a plan for disposal shall be proposed to the Board of Governors for approval. Such personal property shall be used, after the six month period specified above, only in accordance with the plan approved by the Board of Governors. If no plan is presented for approval within the time limit, the Board of Governors will then be allowed to handle disposal of personal property and charge a reasonable fee for administration.

Section Seven: Notwithstanding other provisions in the By-Laws of Athens Boat Club, Inc. To the contrary, the following shall apply: (A) Spouses of members shall be eligible to serve on the Board of Governors provided that no member and his spouse may serve on the Board at the same time, and (B) Spouses of members shall be entitled to cast the vote of such member in the event of such member's absence and without the necessity of producing a written proxy.

ARTICLE FOUR RESIGNATIONS

All resignations shall be in writing, addressed to the Secretary/Treasurer. No member can resign while indebted to the Club. Arrangements must be made to bring all accounts current.

ARTICLE FIVE GOVERNMENT

Section One: The government and management of the Club shall be vested in a Board of Governors consisting of seven members. The President, Vice President, and Secretary/Treasurer of the Club will be selected by the Board from its membership, for a term of two years. Should an officer leave the Board for any

reason prior to the end of his term, the Board will elect another Board member to complete his term in office. No one shall be eligible for membership on the Board who is not a member in good standing and a holder of a Certificate of Beneficial Interest. The President and Vice-President shall be ineligible after two terms for re-election until one year has lapsed.

Section Two: Any member of the Governing Board who shall absent himself from two consecutive regular meetings of the Board without previously obtaining permission to do so from the board, and who does not present an acceptable excuse for his absence to the Board at its next regular meeting, shall cease to be a member of the Board.

Section Three: The President shall appoint committees as needed, define their duties, and serve ex-officio as a member of all committees.

ARTICLE SIX GOVERNING BOARD

Section One: The Governing Board is authorized to:

A. Issue Certificates of Beneficial Interest to its 170 members, to be numbered serially, and to re-issue Certificates (under the same number) that are lost, destroyed, transferred under the provisions of Article Three, Section Five, or otherwise properly acquired by any new member in good standing, and to keep a book of record thereof.

B. Promulgate and enforce Rules and Regulations, set penalties for violations thereof, and remit penalties under justifiable circumstances.

C. Call special meetings of the Club to consider the subject specified in the call.

D. Borrow money and pledge the property of the Club to secure the debt for the purpose of building, maintaining, improving, enlarging, or preserving the property, equipment, and facilities of the Club; provided, however, that before any such debt is created it shall first be authorized by a majority of the holders of Certificates of Beneficial Interest present at a regular or special meeting called for that purpose, at which meeting 40 members shall constitute a quorum.

E. Spend funds (without incurring obligation as described in D above) for capital improvements up to a maximum of \$10,000.00 per project without prior authorization. Capital expenditures in excess \$10,000.00 must be approved by a majority of the holders of Certificates of Beneficial Interest as outlined in D above.

F. Prepare, approve and execute Lot Leases. Should boundary discrepancies occur between adjacent lot lessors, common Club property, etc., they should be referred to the Governing Board for resolution. The Board is authorized to resolve

such discrepancies to the best of its ability to satisfy the affected lessors and the overall benefit of the total Club membership. The Board or Club shall not be held responsible or liable for such disputes.

ARTICLE SIX A GRIEVANCE PROCEDURES

Section One:

A. Any grievance between or among members or between any member and Athens Boat Club, its directors, officers, employees or agents shall be subject initially to administrative resolution using alternative dispute resolution methods.

B. Mediation is the first step with 9th District approved mediator list or mediator approved by all parties. Any party wishing to settle a grievance shall file a statement of grievance with the ABC Board of Governors. ABC Board of Governors shall provide notice to all members and shall coordinate with the 9th Judicial District ADR schedule for the assignment of a mediator. If both parties agree on a private mediator, they shall announce in writing to Athens Boat Club Board that they agree to waive the 9th District assignment of mediator and will hire their own mediator. Both parties or either party, shall announce to the ABC Board in writing that mediation was unsuccessful and that arbitration is required.

C. Disputes shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party agrees that the provision for arbitration set forth in this paragraph shall be the sole and exclusive remedy for resolving any disputes between the parties arising out of or involving this Agreement.

Said dispute resolutions will be conducted by first notifying the other party in writing of the grievance. Then each party shall within 30 days, submit to the other party the name of a certified arbitrator. The parties together will select a third arbitrator. If a third arbitrator is not selected within five (5) days, the Board of Governors will select. Parties involved will split the cost.

Failure by one of the parties or candidates to accomplish the above steps within the allotted time will result in the appointments being made by the presiding Judge of the Superior Court of Dawson County.

All expenses and fees of the arbitrators will be paid equally by each party. Deposit of \$1,000.00 shall be made by each party before the arbitration process begins, with the remainder due at the end of the arbitration but before any final decision by the arbitrators. This deposit will be held by the attorney who is acting as the manager for the process. Personal legal fees and expenses of a member of Athens Boat Club, if any, will be paid by that member. Legal fees and

expenses of ABC will be paid by the Athens Boat Club.

D. If a member refuses arbitration and demands a court hearing, the member will indemnify and hold harmless Athens Boat Club, its Board and members from any loss or damage, to include any cost of defense or cost of litigation, arising from or caused by the member's choice to go to court. If a member chooses a court proceeding and subsequently refuses to pay ABC its incurred costs, ABC has the right to file a lien on the assets of the members which are on Club property for satisfaction of the incurred costs not paid to ABC by the members, including the Certificate of Beneficial Interest.

ARTICLE SEVEN FEES, DUES AND TRANSFER FEES

Section One: The annual dues and fees of voting members shall be due March 1, payable in advance. Annual dues shall be \$500.00. All other dues and fees shall be fixed by the Governing Board.

Section Two: Except as otherwise provided by the By-Laws, the transfer fee is fixed at \$25.00.

Section Three: All members are responsible for indebtedness to the Club of their family and guest.

ARTICLE EIGHT INCREASING DUES

Section One: Should it be necessary, in their judgment, to change the dues of voting members, the Governing Board shall call a special meeting of the Club, stating its purpose in the notice of the meeting, and submit a full report of the condition of the affairs, and the voting members of the Club shall decide whether, and to what extent, the dues shall be increased.

ARTICLE NINE PENALTIES

Section One: Any member who shall fail to pay their dues or any indebtedness to the Club for three months after due shall, upon the facts being presented to the Board of Governors, cease to be a member; provided, however, that the Board of Governors may for just cause withhold the suspension of the member for a reasonable time, but they shall not be reinstated in good standing until all their dues and other indebtedness are paid. Any dues or indebtedness greater than thirty days past due shall be charged 1.5% late fee of the total amount due on the first of each month until all their late dues and other indebtedness are paid.

Section Two: Should any member of the Club be guilty of unbecoming conduct calculated to bring the Club into discredit, the Board of Governors, on its own motion or on written complaint of three members, shall give the member ten days notice of their alleged misconduct. At the end of ten days, the Board shall investigate the matter. Should their findings be adverse to the member, they shall expel the member, should findings support the member, they shall exonerate the member. From such decision, if adverse, the accused may appeal in a regular or special meeting of the Club called for that purpose. Two weeks notice of such meeting, regular or special, must be given by the Secretary. The decision of the Club upon appeal is final.

ARTICLE TEN MEETINGS

Section One: There shall be an annual meeting of the Club during the month of March on a date specified by the Board of Governors and a mid-year meeting on Sunday before Labor Day on Club grounds, for the reception and consideration of the reports of officers and committees and for such other business as may be brought before it. If there is no quorum, the members present shall adjourn the meeting to any other day.

Section Two: Special meetings of the Club shall be called by the Board upon their motion or at the written request of ten members. Notice shall be sent by the Secretary, in writing, to all voting members of the Club at least seven days before such meetings and notice of any special meeting shall state the business to be transacted at such meeting.

Section Three: At all meetings of the Club, 40 voting members shall constitute a quorum.

Section Four: The Governing Board shall meet monthly.

Section Five: Special meetings of the Board of Governors may be called by order of the President upon due notice.

Section Six: A majority of its members, exclusive of those absent by permission, shall constitute a quorum of the Governing Board; provided the number is not less than four.

ARTICLE ELEVEN ELECTION OF OFFICERS AND MEMBERS OF THE BOARD

Section One: The members of the Governing Board shall be elected for terms of one year, except that at the second election two members shall be chosen to serve until the third annual meeting, two until the fourth annual meeting, and three until the fifth annual meeting. Thereafter those Board members whose term

expires shall be filled by election of Board members for a term of three years. At the first meeting, the length of service of each member of the Board shall be determined by lots.

Section Two: The Board shall elect its own President, Vice President, and Secretary/Treasurer.

Section Three: The Board shall elect to fill vacancies on the Board to serve until the next annual meeting of the Club.

ARTICLE TWELVE DUTIES OF THE OFFICERS

Section One: The President, and in his absence the Vice-President, shall preside at all meetings of the Club and of the Governing Board, and in the event of their absence, the Club or Governing Board may elect its presiding officers.

Section Two: The President shall sign all deeds, contracts, documents, and reports by and in the name of the Club; and the same shall be attested by the Secretary upon approval of the Governing Board.

Section Three: The President shall sign all checks for disbursement of Monies in the name of the Club and the same shall be attested by the Treasurer.

Section Four: The Secretary shall give notice to the voting members of all meetings of the Club and record proceedings of the Club and of the Governing Board. The Secretary shall perform such other duties as may be prescribed by the Governing Board.

ARTICLE THIRTEEN RULES AND REGULATIONS

Section One: All rules and regulations established by the Club, its Board of Governors, or its committees, shall at all times be posted on the bulletin board to be kept at the Club Pavilion.

ARTICLE FOURTEEN INTERPRETATION

Section One: The interpretation of the By-Laws and rules rest with the Governing Board when the Club is not in session.

ARTICLE FIFTEEN AMENDMENTS

Section One: No changes in By-Laws and Rules and Regulations can be made without prior publication of thirty days notice of intention of change and by mail ballot within thirty days after the meeting in which the changes were discussed.

RULES AND REGULATIONS

1. Gates will be kept locked at all times.
2. Gate keys or combination codes will be issued only to members and their immediate family. Losses by others traceable to misuse of keys or combination codes will be charged to the guilty member.
3. Speed limit inside the gate is 20 miles per hour, unless otherwise posted.
4. Each member shall be responsible for the actions of his family and guests.
5. All members are responsible for maintenance of Club property and repairs of damages caused by negligence of family members or guests.
6. Dogs and other pets will be kept up or on a leash at all times.
7. No boat shall create a wake inside designated areas.
8. All boats and cars shall be moved away from the ramp immediately after launching or loading.
9. Boat trailers shall not be left on parking areas for an extended period of time. Leave them in or near dry land shelters.
10. Boats will not be left unattended at the gas dock, except with the approval of the gas dock attendant.
11. Smoking is prohibited on the gas dock, gas dock ramp, or near the gas pumps.
12. Purchases at the gas dock will only be by cash or credit card.
13. All boats holding tanks must be dumped at an approved dump station in accordance with Corps of Engineers regulations.
14. Keep off boats other than your own, unless specifically invited aboard, and do not leave personal gear on docks.
15. Boat slips may not be assigned from one member to another, but instead revert to the Club for reassignment by the Board.
16. No private docks on shoreline leased by ABC from US Corps of Engineers. No other private docks or slips are permitted except as authorized by the Board and the Corps of Engineers. Docks installed as of September 1, 1996 are excepted.
17. No parking on the road leading into Club property all the way down to the ramp. All parking will be in designated parking zones or in private lots.
18. All garbage and trash will be placed in plastic trash bags, sealed or tied, and deposited in the container provided for that purpose.
19. Cans, bottles, and other litter will not be thrown on Club property or in the lake around our shoreline.
20. Camping will be done only in areas set aside for such. Campers will clean up their site before leaving.
21. Every effort will be made to keep quiet after midnight; some members are sleeping. Please be considerate of others.

22. Each member shall, at all times, respect the property of others. Do not take or borrow items from another member's property or boat without specific permission from the owner. Each member should be able to leave life jackets, oars, thermos jugs, tools, or other items on his property or boat and find them there upon their return.
23. Motor vehicles, including motorcycles, will be driven inside the Club property only by those having a valid drivers license.
24. It is the responsibility of each member to inform their children and guests about these Club rules and to enforce them;
25. The discharge of firearms on Club property is positively prohibited.
26. Club property will be leased or rented only to members in good standing. No lease held by a member can be assigned or subleased to anyone other than a member in good standing. Any member planning to sell their property at the Club must contact the Board of Governors for the proper procedure.
27. The approval of the Board is required for any clearing or cutting, excavation, new construction or major improvements, or substantial changes in use of lots. Members shall submit proposals, in writing, to the Building and Grounds Committee for review and approval by the Board.
28. Dwellings on Club property are for single family use only.
29. No member may hold more than one dwelling on Club property. Due to the purchase or inheritance of an additional dwelling on Club property, one dwelling must be disposed of within six months.
30. When any lot changes hands, the rental will be referred to the Building and Grounds Committee for re-evaluation and a new lease will be executed.
31. Any work performed or purchases made by the Club exceeding \$10,000.00 will be on a competitive bid basis with an executed contract containing complete specifications and conditions with penalties provided for failure to perform as per contract or within the allotted time frame.
32. Swimming allowed only in designated swimming area. No other swimming allowed inside the NO WAKE buoys at the entrance to the ABC Cove.
33. No houseboats to be docked at ABC owned boat docks. Houseboats docked with permission as of September 1, 1996 are excepted.
34. No open burning permitted on ABC property.
35. All permanent and non-permanent structures must be approved by the Board of Governors prior to being erected/placed on any leased lot.
36. All members renting wet slips, dry slips, or storage units are required to sign an ABC Slip-Storage Rental Agreement and provide a certificate of insurance liability coverage as required.

**REQUIREMENTS FOR CONSTRUCTION
ON ALL
ATHENS BOAT CLUB PROPERTY**

Prior to commencement, written approval by the Building and Grounds Committee is required for any clearing or cutting, excavation, remodeling, replacement, new construction, or any changes in the use of lots. To obtain

approval, proposals must be submitted, in writing, to the Building and Grounds Committee. All requests must contain plans, sketches and/or a detailed explanation covering the intended work.

Any work, as described above, that is commenced or completed without prior written approval of the Building and Grounds Committee shall be subject to an order from the Board of Governors to be stopped, removed, or changed. In the event such an order is issued, the member shall have thirty days to comply with said order or be subject to disciplinary action by the Board of Governors.

Should any member receive an adverse ruling by the Building and Grounds Committee to a construction request, the member may appeal the ruling in a regular or special meeting of the Board of Governors.

GENERAL:

1. All driveways shall have a culvert pipe of sufficient size to permit free drainage in the bar ditches. Minimum pipe size shall be established by the Building and Grounds Committee at the time of construction approval.
2. The building line, in relationship to the lot side lines, shall be ten feet minimum offset at the nearest point.
3. The location of all proposed mobile homes, permanent homes or new construction of any kind must be staked out and the location approved by the Building and Grounds Committee prior to the commencement of work.
4. Each installation shall have a separate septic system that is installed in compliance with local and Georgia health codes. The septic system shall be installed by a contractor approved by the Building and Grounds Committee.
5. Lot contour grading shall be such that drainage is not diverted onto adjacent lots. Members shall be responsible for any damages caused by failure to meet this requirement.
6. When a building contractor is to be employed, he MUST be approved by the Building and Grounds Committee prior to the commencement of construction.
7. When either a building contractor is employed or a member is acting as the contractor, the following rules shall be followed at all times:
 - a. Indiscriminate issuance of gate keys or codes to workmen, delivery people, and subcontractors is expressly prohibited. Loss of or damage to Club property or the property of another member traceable to such action shall be the responsibility of the member issuing the keys or codes.
 - b. Contractor or member is responsible for seeing that the Club gate is locked when his workmen leave in the afternoon.
 - c. Workmen, delivery people, and subcontractors shall not roam around the Club grounds at will. They shall enter and depart by the main gate.
 - d. The roadway, its right of way or adjacent lots, shall at no time be used for the storage of building materials or the accumulation of construction debris.
 - e. The construction area shall be kept in an orderly manner. Packing materials, general debris, etc., shall be cleaned up and disposed of on a

- regular basis (as they accumulate).
- f. Packing material, general debris, etc., shall not be disposed of on Club property nor shall it be placed in the garbage area.
 - g. All workmen shall park their vehicles in a manner consistent with common courtesy: i.e., leaving the roadway free for normal traffic.
 - h. Open burning shall be in accordance with item 6 above and shall be extinguished completely at the end of the day.
 - i. Building permits will be obtained from Dawson County for ALL construction changes.

8. The general policy governing use of Government property that is attached shall take precedence at any elevation below the Corps of Engineers "lake" line.

BUILDING RESTRICTIONS FOR LOTS IN PROPERTY DEEDED IN SEPTEMBER, 1970

1. For property east of a line drawn through Lot C5 and Lot C46, the following restrictions in the Boat Club deed apply:

Property may be used for single dwelling, residential purposes only. No dwelling of less than 1000 square feet of living area may be constructed. No concrete block structures permitted, unless same are faced with brick. Property may not be open or used for parks, parking lots or other public use. Property may not be used as site for mobile homes or as a mobile home court. Each dwelling must have a separate septic system in compliance with local and Georgia State Health Codes.

Specifically, the above restrictions apply to Lots C5 through C10, inclusive, and Lots C14, C15, C17, and C18 and Lots C22 through C24 inclusive and Lots C40 through C42 inclusive.

2. For property west of a line drawn through Lot C4 and Lot C5 and Lot C46: i.e., C1 through C4, C11 and C12 and C31 through C39 all inclusive and Lots C46 through C50 inclusive may have mobile homes.

RESTRICTIONS AND STANDARDS FOR INSTALLATION OF MOBILE HOMES:

1. Standards of recent construction shall be the guideline. All construction must comply with Dawson County Building Codes and the National Electric Code.
2. To make the mobile home installation blend in with the houses which are required on certain lots and to provide an attractive overall appearance Club-wide, the following requirements have been established:

A、 Each mobile home shall have a porch attached with a ridge pole or gable roof covering the entire mobile home and porch, with ends of gables closed from the top of the mobile home to the roof. Roof to be covered with asphalt shingle roofing or metal (twenty year baked on enamel) roofing.

B、 Mobile homes and porches must be underpinned with concrete blocks, or with skirting which blends in with other construction.

It is recognized that the shortage of building contractors in the area may cause delays in completion of the requirements in Paragraph #2 above. A maximum period of one year from the date a mobile home is placed on a lot will be allowed for completion of the installation in accordance with the requirement outlined above. In the event completion is not accomplished in the prescribed time set forth above, the member shall be subject to disciplinary action by the Board of Governors.

GENERAL POLICY GOVERNING THE USE OF GOVERNMENT PROPERTY

Quoting from the Corps of Engineers Manual:

"The following is the general policy governing the use of Government property; not zoned for a different use.

Any type of work on Government property must be approved in advance by the Resource Manager and a signed permit or license issued. This approval cannot be given to persons who cannot verify proof of access to public lands, e.g. Property deed, sales contract, lease, or letter of permission from an adjacent land owner.

I. Items not permitted

Current regulations prohibit the use of Government land for the purpose of driveways to private cabins, patios or leveled areas, swings, storage sheds, picnic tables, launching ramps, marine ways, or planting of ornamental trees and shrubs not native to the region, gardens or flower beds, etc.

II. Removal of Underbrush

A permit to perform specified acts may be granted for limited removal of underbrush and small trees; removal of dead trees; and where necessary for control of erosion from the lake, the construction of a retaining wall according to an approved plan.

III. Structures

Other items may be covered by a fee license executed for a five year term, the fee varying with the type of construction. Licenses for these items can only be issued when the Corps of Engineers determine a definite need exists and does not interfere with the general public's use and access across Government property. The following items may be licensed, if approved, with the applicable fee for the five year term:

Power line	\$ 5.00
Water line	\$ 5.00
Water pump with Line	\$10.00
Steps or Walkways	\$10.00
Driveway for access to the lake	\$25.00

IV. Floating Facilities

Permits may also be granted for floating docks and boathouses. Before the structure is to be placed on the lake, it is necessary to submit to the Resource Manager two completed application forms and two sets of plans for the proposed structure, prepared according to our instructions. The plans and proposed location must be approved in advance. Permit application forms from the Corps of Engineers and instruction sheets are available upon request.

Before any permit or license can be processed, it is necessary for a representative of this office to meet with the responsible party to discuss terms of the permit or license and the proposed work. Anyone wishing to secure a permit or license may call (770)945-9531 or write to the Resource Manager, PO Box 567, Buford, Georgia 30518."

SALE OF PROPERTY PROCEDURES

As covered in the Rules and Regulations (Rule #26), "Club property will be leased or rented only to members in good standing. No lease held by a member can be assigned or subleased to anyone other than a member in good standing. Any member planning to sell his property at the Club must contact the Board of Governors for the proper procedure." The procedures to follow are outlined below:

1. Any member wishing to offer his property for sale should prepare a description of the property and submit it to the Board of Governors. This description should include the following items:

Property to be sold, i.e., lot, cottage, trailer, etc.

This description should include other pertinent data, such as the number of

rooms, decks, bathrooms, location (lot number), furniture and fixtures to be included (stove, refrigerator, etc.), etc.

The sale price should be stated. Also, if any special financing is available, it should be included.

Contact names and telephone numbers should be included in the notice.

One hundred and seventy (170) copies of this description, along with a set of keys to the property, should be submitted to the Board of Governors.

2. Upon receipt of this information, the Board of Governors will send a copy of the notice to the entire membership with the next newsletter mailing. In addition, a copy of this notice will be given to the Club Manager for posting to the bulletin board at the pavilion. The keys to the property being offered for sale will also be given to the Club Manager for the convenience of persons wishing to see the property.
3. Members are not authorized to advertise their property for sale outside the Club.

PROPERTY MAINTENANCE - BUILDINGS AND LOTS

The Building and Grounds Committee will conduct annual inspections of all buildings and building areas. An inspection report will be sent out to all building owners who have items that need improvement. Thirty (30) days will be allowed to make necessary repairs and improvements. At the time, a follow-up inspection will be made and in the event that no progress is noted, appropriate action will be initiated by the Board of Governors.

The following are examples:

- Building and property in disarray
- Overgrown yard vegetation
- Left over construction debris
- Abandoned personal property

BOAT SLIP MANAGEMENT PROCEDURES (Approved by Membership 09/03/95)

GUIDING PRINCIPLES: The Docks Committee exists to assist and advise the Board Member who is in charge of the management of docks and slips. The Board Member in charge of docks and slips will administer the program in a business like manner maintaining appropriate records and basing decisions on current available information. Slip management is based on the principles that:

1. Each member desiring a wet/dry slip assignment has access to one slip; and,
2. Procedures outlining slip upgrades, multi-slip rental, boat size upgrades, slip assignment and reassignment are administered fairly and communicated to the membership and prospective Members on a regular basis.

SLIP MANAGEMENT

Wet and dry slips are assigned only to holders of Certificates of Beneficial Interest (CBI) or spouse. A CBI holder is defined in Article Three, Membership of the Constitution and By-Laws.

The boat assigned to a wet/dry slip must be registered to the CBI holder (or spouse) who has been assigned that slip. A CBI holder is defined in Article Three, Membership of the Constitution and By-Laws.

All boat size upgrades in assigned wet/dry slips must be approved by the Board Member in charge of docks and slips prior to the upgrade.

Any changes in wet/dry slip assignment, including upgrades must be approved by the Board Member in charge of docks and slips.

New requests for a multiple slip assignment will be granted on a temporary basis and subject to reassignment to a member on the waiting list who is not currently assigned a wet/dry slip. Reassignment will occur following a 30 day notification. Current multi-slip holders are grandfathered; however, a multiple slip will revert back to the Club for reassignment if the slip has no boat assignment for 30 days.

The Board of Governors has the authority to direct the Docks Committee to reassign boat slips as the need arises end in the best interest of the Club.

Requests are submitted in writing and will be dated when received.

APPEALS PROCESS

A Member who wishes to appeal a decision of a Board Member in charge of docks and slips may request a meeting with the Docks Committee to resolve the matter. If the matter is not resolved at this level, the Member may request a hearing before the Board of Governors. All decisions of the Board are final.

STANDARD PENALTIES

In an effort to provide consistency for similar infractions and between Governing Boards, the following policy is published. This statement will also provide Members with the knowledge of the results of flagrant and knowing violations of

the Club's rules and regulations.

A penalty of \$100.00 will be levied against a member who flagrantly and knowingly violates provisions of the Club Constitution, By-Laws, Rules and Regulations.

For ongoing violations such as allowing a non-member to reside permanently on the Club premises, use a wet slip on a continuing basis or allowing property to become unreasonably deteriorated, a penalty of \$100.00 will be levied each month that such violation continues.

GUIDELINE REGULATING INSTALLATION AND MAINTENANCE OF FLOATABLE BOAT LIFT

All requests to install a boat lift within any ABC wet slip must be submitted in writing to the Docks Committee for review. This request must include the name and address of the manufacturer, the model number, a schematic drawing of both the lift and any slip divider necessary to secure the lift device to the dock. The divider must be metal and painted to match the existing dock. After proper review of lift request, the Committee will make a recommendation to the Board of Governors to approve or deny the request. The Board of Governors decision will not be negotiable.

The member making the request must agree in writing to the following conditions:

1. Boat lift owner accepts responsibility for any damage to ABC dock caused during the installation or presence of boat lift, and agrees to pay for any needed repairs to the dock.
2. Installation and maintenance cost of lift is solely the responsibility of its owner.
3. Adequate space must be available within the wet slip to place lift. Under NO circumstances will neighboring boats be "crowded out" of their slip due to the installation of a boat lift. As a rule, no more than 1/2 of the total width of a double slip is available for lift installation.
4. Any electrical needs to operate lift such as wiring, etc., is the responsibility of the lift owner. All electrical work is required to follow US Army Corps of Engineers Code and Guidelines.
5. The Committee reserves the right to inspect all work of installation of lift and/or divider and to require the member to have any necessary corrections made.
6. Upon relinquishing wet slip, Lift owner must remove boat lift including all lift

hardware within 60 days.

After proper review of boat lift request, the Committee will either recommend, approve or deny the request. The decision of the Board of Governors will not be negotiable.

Major considerations include:

- A、 Condition of Dock
- B、 Contour of lake bottom - some areas of the cove do not have enough depth to allow lift to submerge.