

# CLIFFTOPS PROPERTY OWNERS ASSOCIATION

## RULES AND REGULATIONS

Revised January 2010

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# RULES AND REGULATIONS

## CLIFFTOPS PROPERTY OWNERS ASSOCIATION

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### Section 1 – Introduction/Definitions

Clifftops is a 2000 acre gated residential community consisting of 280 privately owned lots and at the present time approximately 216 homes, together with a network of internal roads maintained by Clifftops Property Owners Association (the “Association”). The Association also operates and maintains certain recreational facilities for the benefit of the lot owners who are members of the Association. The use of lots within Clifftops property and the recreational facilities are governed by the “Clifftops Community Documents” (as defined below) and the Rules and Regulations that follow. These Rules and Regulations are intended to promote the safe and proper use and enjoyment of the recreational facilities by the members of the Association and other authorized persons and to preserve the natural beauty of the surroundings and the peace, tranquility and privacy associated with living in Clifftops. Each Association member should make a positive contribution to the community by being a good neighbor and minimizing disturbance of others.

For the purposes of these Rules and Regulations, the following terms will have the meaning stated below.

“**Association**” means Clifftops Property Owners Association.

“**Clifftops Community Documents**” means:

- (a) Restrictive Covenants For Property Owned by J & L Development (the “Restrictive Covenants”)
- (b) Second Restated Supplemental Declaration of Covenants and Restrictions For Certain Lots at Clifftops Resort and provisions for Clifftops Property Owners Association (the “Association Covenants”)
- (c) Third Restated Corporate By-Laws of the Association (the “By-Laws”)
- (d) Delegation of Architectural Control.

A copy of each of the Clifftops Community Documents is on file in the Management office and may be available on the web site at [www.clifftops.net](http://www.clifftops.net)

“**Member**” means an owner of a lot in Clifftops which is subject to the Association Covenants and each immediate family member of such owner who resides permanently in the household.

“**Houseguest**” is an individual who resides without compensation in the home of the Member as a social guest overnight or for a longer period, whose identity, presence of and probable duration of his or her stay has been communicated to the Management office.

“**Tenant**” means any person who rents or leases or otherwise occupies a Member’s home for payment of any fee or other compensation.

“**Registered Tenant**” means a Tenant who has been registered with Management in accordance with Paragraph 2, Tenant Registration, of these Rules.

“**Rules**” means these rules and regulations.

“**Board**” means the Association’s Board of Directors.

**“Management”** means the Board or the Board President or the Association’s property manager acting on authority delegated by the By-Laws or by the Board of Directors.

**“Club Houses”** means the Bluff Club House and the Lake Club House.

**“Recreational Facilities”** means the Club Houses, the swimming pool, Clifftops Lake, the hiking trails, the tennis courts and the stable.

## **Section 2 – Tenant Registration**

No Tenant (either short or long term) may use any of the Recreational Facilities unless such person is registered with the Association in the following manner:

(a) The Member shall sign and submit to the Association at the Management office (a fax to 931-924-3942 is acceptable) a Tenant Registration (form provided by the Association and available on the website) which contains the following:

- (1) The name, home address and telephone number of each Tenant.
- (2) A description of all vehicles operated by each tenant; including make, model, color and license plate number and state of registration.
- (3) The expected arrival and departure dates or anticipated return of such Tenant’s occupancy.
- (4) A statement that the member has provided each Tenant with a copy of the Rules.
- (5) Member’s acknowledgement that he or she is responsible for compliance with the Rules by its Tenants and their guests and invitees and that the Member is personally liable for the acts or omissions of such persons as provided in the Rules.

(b) A licensed real estate broker may sign and submit Tenant Registrations on behalf of Members provided that the Member has provided the Association with a signed “Clifftops Agents Agreement and Release” form appointing such broker as its agent on the Member’s behalf.

## **Section 3 – General Provisions Relating to Recreational Facilities.**

- a) The Recreational Facilities are owned by the Association and may be used only by Members, Registered Tenants and Houseguests and other persons who are guests of Members or Registered Tenants and are accompanied at all times by a Member or a Registered Tenant.
- b) No resident of Clifftops who is not a Member may use or be present for any function or activity held at any of the Recreational Facilities, unless he or she does so as a guest of a Member and is accompanied by such Member.
- c) Each Member shall be responsible for and shall require all of the Member’s Houseguests and the Member’s Tenants and the guests and invitees of the Member and its Tenants, to comply with the Rules and the Clifftops Community Documents to the extent they are applicable; each Member shall be responsible to the Association and the other Members for any failure or refusal of any such person to comply with any of the Rules.
- d) In the event of any misuse of or damage to property or facilities of the Association or violation of Rules (including rules posted at individual facilities) by a Member, a Member’s guest or invitee, or a Tenant of a Member or a guest or invitee of such Tenant, such Member’s rights and privileges provided in the Clifftops Community Documents may be suspended by the Board as and to the extent provided in the Association Covenants and By-laws; provided no such suspension shall suspend or limit such Member’s continuing liability for payment of dues as provided in Section 5.03 of the Association Covenants.

(e) If any property of the Association is damaged, lost or removed by any Member, a Member's guest or invitee, or a Tenant of a Member or a guest or invitee of such Tenant, such Member shall be responsible to reimburse the Association for the cost of repair, replacement or recovery of such property.

(f) Unless otherwise indicated in the Rules for a particular facility, children under the age of 12 years may use Recreational Facilities only when under the direct supervision of a person 18 years of age or older.

(g) No Member or Registered Tenant may hold a group function or party or other event of any kind at any Recreational Facility that is attended by a group of more than twelve persons, except in the case of private events as in accordance with Section 9 - Private Events and Club Rentals, or if approved in advance in writing by Management. Permission for use by groups larger than twelve (12) shall be requested in writing by the Member or Registered Tenant and may be subject to charges and specific conditions determined by Management.

#### **Section 4 - Security**

##### **House Checks**

While the Association employs personnel to monitor the general condition of the roads, road rights of way and Recreational Facilities and as a courtesy conducts periodic checks of unoccupied Member owned homes, the condition and security of each Member's home and any other property located on his or her lot, is the sole responsibility of the Member. **The Association does not have and it does not assume any responsibility for any of the following, regardless of cause: (a) any loss (including theft), damage or destruction to any Member's home or other property, or (b) any accident, event or other occurrence on or in the Member's property.** When periodic checks are made, Association personnel will attempt to note any evidence of forced entry, water leaks, or other abnormalities visible from the exterior of the home and Management will endeavor to notify the affected Member of such condition, and other authorities if deemed appropriate. In the case of water leaks or broken or burst pipes or open or unlocked doors noted by Association personnel, Association personnel may shut water off at the meter to prevent further damage or secure such doors. The Association will not request, manage or monitor repairs or other work of trade contractors or public utilities on behalf of a Member.

**It is the responsibility of the member to notify the Management office of arrivals and departures.** The Member should provide the management Office with the names, expected times of arrival and departure of persons (Tenants and Houseguests) occupying their home in the Member's absence. If a member wishes to cancel, discontinue or restart their house check they should do so in writing and submit it to the management office.

Clifftops personnel do not check homes for owners who are not Members as defined in the by-laws.

Clifftops personnel do not check homes for owners that have not completed the "Clifftops Release for Property Checks" and paid the fee for the security button (Forms are available on line at [www.clifftops.net](http://www.clifftops.net) or at the management office).

**Checks will not be performed on homes under construction or if access to a home is considered to be unsafe or dangerous, i.e. excessive overgrowth, driveways that are rough or otherwise impassable by the security vehicle, structural deficiencies, etc.** In such cases Management will attempt to notify the Member. Property checks will be discontinued until the problem has been corrected and the member has notified Management.

##### **Public Authorities.**

Clifftops is not in the city limits of Monteagle: however the local volunteer fire department may respond when requested. Clifftops is in the police jurisdiction of the Sheriff of Marion County, but

the Monteagle Police Department may respond if a situation is serious or life-threatening. **No Association personnel have law enforcement authority of any kind. Association personnel will not answer burglar alarm calls or any other incident or situation normally associated with law enforcement or EMS action.**

### **Access to Clifftops**

Access into Clifftops can be obtained only through the use of a gate card or transmitter, admission by an attendant on duty at the gate house or through the use of the Syntex telephone/gate opening system. The gate system is monitored by video cameras. The cost of repairs or replacements incurred due to damage caused to the gates as the result of attempted entry by other methods will be charged back to the responsible Member as provided in Section 3 - General Provisions Relating to Recreational Facilities.

It is the responsibility of the Member to make arrangements for all Tenants, Realtors, guests and/or visitors to access Clifftops. Clifftops personnel have been instructed not to admit Tenants, guests or visitors unless they have been specifically authorized by the property owner in advance of their anticipated arrival. This includes realtors, contractors, repairmen, sub-contractors or other workers or delivery personnel who may require access to your property. Prospective buyers must be accompanied by a licensed real estate agent or the property owner while they are on Clifftops property.

The Association will not provide house keys to service personnel unless specifically authorized by the Member in writing or by phone. Management may call the Member to verify authorization. The Association will not accompany or supervise workers engaged by the Member and does not have and does not assume any liability for the acts or omissions of any such persons.

There is a 25 ton gross vehicle weight limit on Clifftops roads. If requested, truck drivers are required to provide weigh tickets as evidence of the loaded weight of the vehicle. Exceptions may be made on a case by case basis when authorized by Management.

### **Gates Cards and Transmitters**

One gate card will be issued without charge to the owner of record, regardless of whether the owner of record is a member of the Association or not. Additional cards and transmitters (clickers) may be purchased from the Clifftops office. A record of all cards and transmitters issued for each member will be kept by the Clifftops office and an annual fee will be charged for each device (card and/or transmitter) held beyond the initial first card. Each member is responsible for reviewing the entry devices registered to them by the Association and providing or correcting any discrepancies.

It is the responsibility of the Member to provide gate cards to his or her Tenants, Houseguests or Realtor. The office will not issue "loaner" cards.

There will be a charge for replacement of lost or damaged cards and transmitters.

### **Remote and Special Gate Operation**

Members can admit their guests through the use of the Syntex telephone/gate opening system. There is a panel located in the gravel parking area adjacent to the gate house. Guests arriving at the entrance should follow the instructions on the screen to call the owner and the owner may open the gate by dialing "9" on their telephone's key pad allowing access.

Temporary gate codes are available from either the gatehouse or the office upon the member's request. These codes are entered on the key pad mounted on the left hand side of the card reader.

- ✓ **Please caution your guests that the gate will close after one car enters.**

## **Section 5 – Rules of the Road**

Our roads are used by walkers, joggers, and bikers as well as automobiles. Speed limits have been established for the protection of everyone who uses them.

- **Please drive safely and obey the posted speed limits and traffic signs.**
- Designated parking areas have been established at each of the facilities. **Overnight parking in recreational areas or on the dam is strictly prohibited. Parking at anytime on Clifftops Roadways is strictly prohibited and subject to tow at the owner's expense.**
- Spaces designated for handicapped parking are only for vehicles displaying handicapped tags or permits.
- Construction vehicles must be parked on the building site. If equipment must be loaded or unloaded on the roadway, Management must be notified and permission granted to do so.
- Motorcycles, motorbikes, mopeds, three wheelers, four wheelers or other motorized vehicles may not be driven or parked at any time on **off-road** Association property, including horse and walking trails and beach areas.
- No recreational vehicles may be parked on or used as sleeping accommodations on Clifftops roads or in recreational parking areas.

## **Section 6 – Fires**

**Clifftops strictly enforces a No-Burn Policy.** The Clifftops woodlands are a community treasure which would be difficult to replace. The danger of fire, especially in dry seasons, mandates strict control of burning practices. Please help us protect our natural environment.

- No fires are permitted on Association property except in the cooking grills located in the picnic areas at the Lake and Bluff Club.
- No fireworks are permitted on Association Property.
- No open fires are permitted on any Member owned lot except in permanent campfire circles or cooking pits as approved by the Architectural Control Committee.
- The burning of brush or other debris is strictly prohibited on Member lots or anywhere on Clifftops property.

## **Section 7 – Tennis Courts**

The Tennis Courts are normally available for use from daylight until 10:00 p.m. Extensions of or exceptions to these hours must be approved in advance by management. Out of consideration for residents living in the immediate area, early and late users of these facilities are requested to limit noise.

- Accepted protocol for conduct and dress code, including tennis shoes must be observed.
- No skating, riding bicycles or playing with wheeled toys is allowed on the court surface.

- Pets are not permitted on the courts.
- Playing time is limited to one hour for singles and one and one-half hours for doubles when others are waiting.
- Be sure to close the gates as you leave the facility.

### **Section 8 - Stables**

The Stable is a restricted area, available only to authorized persons. Horses boarded are private property and should be enjoyed from a distance by everyone other than their owners.

- Only employees, persons conducting authorized Association business and owners of boarded horses are permitted access to this area.
- Children under the age of 15 years are not permitted in the barn area unless accompanied by a responsible person at least 18 years of age who has received prior authorized access.
- Horses boarded will be subject to all rules and requirements established by the Board of Directors and contained in the Boarding Agreement entered into between the member and the Association. This document is available in the office.

Because of the age and condition of the Stable, the facility may be closed to boarding horses from time to time at the discretion of the Board.

### **Section 9 – Private Events and Club Rentals**

The Clubhouses and recreational facilities are available for use by all Members on a first come, first served basis. Tenants, Registered Tenants and Houseguests may not use any Clubhouse unless accompanied by a Member. The Clubhouses are normally available for use from 9:00 a.m. until 9:00 p.m.: simply come to the Association's Management office or the Gatehouse and check out a key. Exceptions to these hours must be approved in advance by management. Out of consideration for residents in the immediate area, early and late users of these facilities are requested to limit noise.

The Bluff and Lake Clubhouses may be reserved for a private event but the pool (including the pool deck area) and the lake (including the docks and beach area) may not be reserved and their use by other members and their guests may not be restricted by those hosting or attending an event at these facilities.

Association functions have priority over all other requests for reservations.

Information regarding the specific terms and conditions for reserving the Clubhouses is available at the Management Office.

The Clubhouses are to be used exclusively for social activities and functions. **COMMERCIAL USE IS PROHIBITED.** The Member reserving either clubhouse shall be directly responsible for all arrangements for their planned function, including but not limited to opening and closing the event location.

The hosting Member must be present at all times during the function and is responsible for the conduct and safety of guests and for any damage to Association property or equipment resulting from an event.

The Member will be responsible for any damage to Association property or equipment, including gates and structures, before, during and after the event.

The Member will be responsible for removing all trash from the clubhouse and common grounds. The outside trash receptacles are not disposal points. Trash and debris must be removed from Clifftops and disposed of at a proper municipal dump site.

Sleep-ins or slumber parties are not allowed at any of the recreational facilities.

### **Section 10 – Clifftops Swimming Pool**

The use of the Clifftops Swimming Pool is restricted to Members, Houseguests and Registered Tenants and other guests when accompanied by the Member or Registered Tenant.

#### **Hours**

The Swimming Pool is available for use during the pool season from the Friday before Memorial Day through the Tuesday after Labor Day from 8:00 a.m. until 11:00 p.m. Exceptions to these hours must be approved in advance by management.

**Persons using the Clifftops Pool do so at their own risk. No lifeguard is present.** Parents are responsible for the safety and supervision of their children. Members are responsible for their guests.

- ✓ Anyone who has a contagious disease or illness which might pose a direct threat to the health or safety of others should refrain from using the pool.

#### **Noise and Conduct**

Out of consideration for residents in the immediate area, early and late users of these facilities are requested to limit noise. The use of earphones (Walkmans or other similar devices) is encouraged for those who bring music to the pool. Requests to turn down or turn off music should be honored.

No running, rough play or acrobatics are permitted. Behavior must not endanger the welfare or enjoyment of the pool by others.

#### **Please Sign In!**

There is a sign-in book located near the gate closest to the Bluff overlook. To enable Clifftops staff to identify unauthorized pool users and to ensure that Members are not exceeding the number of allowed guests, everyone is required to sign in upon entering the pool area and provide ALL of the requested information whether you plan to swim or only sunbathe. Please remember to record your time of departure as well. All of this information is helpful to determine who was present at a certain time should there be an incident of vandalism or damage. **Please report any vandalism or damage to the office.**

#### **Food and Drink**

No glass containers are permitted inside the pool enclosure.

Please dispose of all trash and garbage, including cigarette butts in the containers provided in the pool area.

#### **Emergencies**

There is a pool-side telephone for emergencies use (924.3937).

**In the case of an accident, dial 911** and then call the office 924.2600.



### **Pool Toys**

No objects are permitted in the pool except inflated or Styrofoam toys or floats and should be used only when they do not interfere with other swimmers.

### **Pool Parties**

Members wishing to host a pool party must make arrangements through the office at least 48 hours in advance of the planned event. Only one pool party will be scheduled per day and no pool parties will be permitted on weekends and holidays.

No pool party may exceed 12 participants inside the fenced pool area and one adult, non-student chaperon is required for every 6 guests at pool parties for children, teenagers and college age persons.

Please do not move or re-arrange pool furniture to accommodate your pool party.

### **Guests**

Six guests per family (not per family Member) are permitted. The Member or Registered Tenant must be present at any time their guests use the pool. Houseguests and Registered Tenants may use the pool unaccompanied. All other persons will be asked to leave.

Members are responsible for any damage caused by their Tenants, guests or guests of their Tenants.

### **Children**

Infants in diapers must use swim diapers in the pool.

Children 14 years of age or younger must be accompanied by an adult who is 18 years or older at any time they are within the fenced pool area whether they are swimming in the pool or not. This adult must remain in the pool area with the children at all times.

Teenagers 15 to 17 years of age may not have more than three teenaged guests without an adult chaperon.

### **Parking and Security**

Association personnel may make regular pool checks and perform upkeep and maintenance work. Association personnel may make routine checks during the evening hours.

Parking in the lot adjacent to the Bluff Clubhouse is for handicapped persons, or for loading and unloading. All other pool patrons are requested to use the parking area at the top of the driveway.

## **Section 11 – The Clifftops Lake**

### **General Guidelines**

The use of the Clifftops Lake for swimming, boating or fishing is restricted to Members and their Houseguests and other guests when accompanied by the Member. Registered Tenants and their guests when accompanied by the Registered Tenant may also use Clifftops Lake in the same manner.

The Clifftops Lake is available for use from daylight until 10:30 p.m. Exceptions to these hours must be approved in advance by management. Out of consideration for residents living on the lake, early or late users are requested to limit noise.

**Persons using the Clifftops Lake do so at their own risk. No lifeguard is present.** Parents are responsible for the safety and supervision of their children. Members and Registered Tenants are responsible for their guests.

A telephone is located at the edge of the picnic area near the beach for emergencies. In the case of an emergency, dial 911 and then call the Clifftops office 924.2600.

- Please be sure that your chairs and/or fishing equipment do not block or impede the use of the docks by others.
- Trot lines and traps are not permitted on the Clifftops Lake.
- **All fish should be harvested to control overpopulation. In particular, please remove all crappie and green sunfish. Unwanted fish may be dumped over the dam into the creek; these fish will survive and eventually end up in a main tributary. Please know that fishing and other policies affecting the lake are under review.**
- Overnight camping is strictly prohibited.

### **Boats and Storage**

To maintain the water quality of our pristine mountain lake, Members and their guests should ensure that their boats have been inspected and cleaned to prevent the introduction of objectionable growth from other waterways into our lake.

- Each member owned boat must be registered with the Clifftops office and must display Clifftops boat decals clearly visible from both sides of the boat. Boat decals may be purchased from the Clifftops office.
- Boats may not be left in the water or on the shore overnight. All boats must be promptly removed when not in use and stored on the boat racks or removed to private property.
- Member owned boats, properly registered and bearing appropriate decals may be stored on the boat racks for a fee. An annual fee is charged and a specific rack placement is assigned.
- All boats stored on the boat racks must be chained and locked to prevent use by or injury to others.
- Unregistered boats, boats improperly stored or boats left overnight on the lake will be removed from the lake to a storage area. Owners may reclaim impounded boats upon payment of any decal fees due to the Association and charges to cover removal and storage of their boat. After 90 days impounded boats may be disposed of by Management.
- Boat trailers may not be left in the boat ramp and may not be parked on the dam, along Clifftops roadways or in the recreational parking areas overnight.
- Any boats not domiciled at Clifftops which are brought in use by Members or their guests must be registered with the Clifftops office.
- **Silent electric trolling motors are the only motors permitted on boats using the Clifftops Lake.**

## **FIREARMS AND HUNTING**

- The use or discharge of firearms on Association property is strictly prohibited.
- Hunting of any type is prohibited within the boundaries of Clifftops except when directed by the Board of Directors for wildlife management.
  
- The trapping or killing of wildlife, except for household pests, is prohibited except when directed by the Board of Directors for wildlife management.

## **ANIMALS**

Household pets must be kept under the control of the owner at all times and are not permitted inside Clifftops Clubhouses or inside the fenced area at the Clifftops Pool.

Out of consideration for your neighbors, please do not permit your pet to roam unsupervised within Clifftops and please clean up after your pet if he leaves something behind while visiting picnic areas and the beach!

