

CUSHING MEMORIAL PARK, INC.

Rules and Regulations

The Board of Governors (Board), in an effort to make our park safe and enjoyable for all, unanimously approved the following rules and regulations. They are incorporated as part of your membership agreement with Cushing Memorial Park (hereinafter referred to as “the Park”) and written in accordance with state and county laws and the U.S. Army Corps of Engineers (USACE) Title 36 Code of Federal Regulations. The Board of Governors will be responsible for tracking compliance among Park attendees.

For the purposes of these Rules and Regulations, the following terms are defined as:

Lease – A lease agreement (mobile home lot) or rental agreement (annual campsite, boathouse, boatshed, open boat parking, boat-slip, or jet ski port) executed by the Member and the required fees paid in advance for properties or amenities within the Park.

Dock Slip – All rented dock spaces on docks 1-4 & 7. All Jetports are on dock 5.

Gate Access – Any method including but not limited to a card, remote, cell phone application, or numeric code for Member or dependent to enter the Park.

Violation of rules and regulations by any Member, family, or guest of a Member may result in fees being assessed, gate access deactivation, membership suspension, or the termination of membership.

1. General Park Rules

- 1.1. The Park will not be responsible for fire, theft, storm damage, or any other damage or loss to any member’s personal property.
- 1.2. Radios, TVs, and other general noise are to be lowered to a level that is not disturbing to others at 10:00 p.m. No repair or maintenance work that results in noise beyond the immediate work area will begin before 8:00 a.m.
- 1.3. Profanity and drunken behavior are not permitted. Disorderly conduct could result in a suspension of up to two years from the Park on the first offense. Additional violations may result in the termination of membership. Members are responsible for the actions of their guests.
- 1.4. Family members of a Member must be at least 16-years-old and listed as a dependent of the Member to enter the Park unaccompanied by the Member. Unaccompanied dependents may bring into the Park no more than 2 guests. The Member will be held responsible for the conduct of family members and guests according to the Park’s Rules & Regulations.
- 1.5. Members will be limited to 10 guests at one time unless prior written approval (or via email) is obtained from the Park President.
- 1.6. Underage drinking is not permitted in the Park. Parents/Member will be held responsible for the actions of their underage children and/or guests.

- 1.6.1. If the first offense occurs with an underage dependent child and the Parents/Member is not present in the Park, an attempt will be made to contact the parent and resolve the incident within the Park. If the incident cannot be resolved within the Park, local law enforcement will be contacted. The offense will be documented with the Board of Governors, and a 60-day deactivation of the Member's gate access will be imposed. Upon the second offense, the membership and any current leases will be terminated and gate access deactivated. The member will be given 30 days to remove their personal property from the Park. The member will be notified and instructed by certified letter to contact the Park office to gain access to the Park in order to obtain their personal belongings. If the member owns a mobile home or has marketable improvements in a boathouse, the member will have 6 months from the date of notification to sell said mobile home or the improvements.
- 1.6.2. If the offense occurs with an underage guest of a Park member and the Member is not in the Park and the incident cannot be resolved within the Park, local law enforcement will be contacted. The offense will be documented with the Board of Governors, and a 60-day deactivation of the Member's gate access will be imposed. The underage guest will be prohibited from entering the Park for a period of two years. Upon the second offense, the membership and any current leases will be terminated, and gate access deactivated. The member will be given 30 days to remove their personal property from the Park. The member will be notified and instructed by certified letter to contact the Park office to gain access to the Park in order to obtain their personal belongings. If the member owns a mobile home or has marketable improvements in a boathouse, the member will have 6 months from the date of notification to sell said mobile home or the improvements.
- 1.7. Members and/or guests who give the appearance of intoxication will be asked respectfully to return to their boathouse/mobile home/campsite/cabin.
 - 1.7.1. Alcohol is not permitted to be consumed on the docks, in the clubhouse, the swimming pool area, or in other public areas.
 - 1.7.2. If the member and/or guest refuses to return to their boathouse/mobile home/campsite/cabin, local authorities may be contacted, and a warning letter will be issued to the member on the first offense. A Board of Governors member should be notified in these instances to document the information for the member's file. Upon the second offense, the membership and any current leases will be terminated, and gate access deactivated. The member will be given 30 days to remove their personal property from the Park. The member will be notified and instructed by certified letter to contact the Park office to gain access to the Park in order to obtain their personal belongings. If the member owns a mobile home or has marketable improvements in a boathouse, the member will have 6 months from the date of notification to sell said mobile home or the improvements.

- 1.7.3. Possession, distribution, or the use of illegal substances is not tolerated in the Park. There is a ZERO tolerance policy for possession of illegal substances. Local authorities will be contacted. The membership and any current leases will be terminated and gate access deactivated. The member will be given 30 days to remove their personal property from the Park. The member will be notified and instructed by certified letter to contact the Park office to gain access to the Park in order to obtain their personal belongings. If the member owns a mobile home or has marketable improvements in a boathouse, the member will have 6 months from the date of notification to sell said mobile home or the improvements.
- 1.8. Per the USACE, pets are permitted only if they are leashed on a 6-foot, non-retractable leash and do not disturb other members. Pets under voice command only are not permitted in the Park. Pets shall be toileted only on grass/wooded areas. Please clean up after your pet when it poops. Pets are not allowed in the cabins (unless Park is notified at check-in and an additional fee paid), clubhouse, swimming pool, or eating areas of the clubhouse or pavilions, except for certified service animals. The Member is responsible for the actions of their pet.
- 1.9. Dumpsters are for the use of trash generated in the Park **only**. Hazardous materials, mattresses/box springs, refrigerators, freezers, tires, batteries or air conditioners are not to be dumped in the Park trash cans, dumpsters, or left in any area of the Park. Members/guests found in violation of this rule will be fined \$350 per item to cover the cost for the Park to remove said items. Member's gate access will be deactivated until payment is made to the Park.
- 1.10. In accordance with Federal Regulation Title 36 Part 327.13a; the possession of loaded firearms, ammunition, loaded projectile firing devices (including pellet rifles, BB guns, air rifles, airsoft guns, paintball guns, and slingshots), bows and arrows, crossbows, or other weapons is prohibited on USACE property. State carry permits issued to non-law enforcement officers are not valid on USACE property. A warning letter will be issued to the Member for the first offense. Member will be required to remove the weapon from the Park immediately. The second offense may result in the proper authorities being notified for action. Membership may be subject to suspension or termination.
- 1.11. In accordance with Federal Regulation Title 36 Part 327.13b; Possession of explosives or explosive devices of any kind, including fireworks or other pyrotechnics, is prohibited on USACE property. Members or guests found in violation will be asked to cease immediately. Member will be subject to penalties per the Board.
- 1.12. Members must meet guests at the front gate for entry and exit. Member's gate access is **NOT** to be loaned or given to anyone. The first violation will result in notification by letter or email and notation in the Member's file. The second offense will result in notification and deactivation of the gate access for 60 days. Subsequent violation will result in termination of membership.

1.12.1. Vendors (such as HVAC, Plumbers, Electricians, septic tank service, golf cart and boat repairmen, etc.) who have submitted the necessary documents will be added to the Park's Registered Vendor list. Upon being registered, the vendor will be given an access code to enter the Park without the Member being present. Any Vendor not on the list must be met at the gate by the Member requesting the service. Member must remain with Vendor at all times Vendor is in the Park. Any Vendor interested in being listed can contact the Park office.

1.13. Trees within the perimeter of the Park.

1.13.1. Permission from the USACE needs to be obtained to cut down any trees in the Park.

1.13.2. The Board and maintenance committee should be notified of any dead trees. Removal of dead trees will be coordinated by the Park.

1.13.3. The USACE does not permit anything to be attached to the trees in the Park.

2. On-Road Vehicles

2.1. Members are responsible for holding each other accountable in a respectful manner and for reminding others to obey posted signs. A fine of \$50 may be issued to the member for any repeated violations of the rules stated in this section.

2.2. The Park speed limit is 10 mph except in areas that are posted at 5 mph. This speed applies to all vehicles, including golf carts, UTVs and motorized bikes.

2.3. A valid state driver's license is required to operate motorized vehicles, including golf carts, UTVs, electric scooters, and mini bikes in the Park. A fine of \$50 may be assessed per infraction.

2.4. Go-carts and multi-wheeled all-terrain vehicles (ATVs/4 wheelers) are prohibited.

2.5. All vehicles except golf carts & UTVs must be street legal to be operated on Park roads. Off-roading is prohibited in the Park.

2.6. Motorized bikes must be street legal with stock mufflers and all standard safety equipment.

2.7. Skateboarding and razor-type scooters are not permitted in any area of the Park.

2.8. Automobile parking in front of individual boathouses is permitted if other boathouse renters are not hindered.

2.9. Vehicle parking on Harbor Circle (road at docks 1-6): Golf carts and UTVs park on the lakeside-right only. All other vehicles are to park on the landside-left only. No trailer parking at any time.

2.10. Vehicle parking on Turtle Cove (road at dock 7): All vehicles park on the landside-left, including golf carts & UTVs. No trailer parking at any time.

2.11. All posted traffic signs must be obeyed for the safety of everyone. This includes Stop signs, One-Way, Do Not Enter, and posted Speed Limits.

- 2.12. A vehicle may be towed at the owner's expense if the vehicle hinders access to other lessees' property. The Park will assume no liability if damage, loss, or theft is incurred.

3. Docks

- 3.1. Swimming at boat launching ramps and in boat slips is prohibited per USACE regulation. Swimming is only allowed at the ENDS/sides, not in front of platforms of docks 6 & 7.
- 3.2. Canopies are allowed only on docks 6 & 7 with the following stipulations:
- 3.2.1. Cannot be left up overnight.
 - 3.2.2. Available on a first-come-first-served basis (no reserving).
 - 3.2.3. Do not secure to dock with screws or use dock screws.
 - 3.2.4. The walkway **MUST** always remain clear and available to swim ladders.
 - 3.2.5. Someone must be under or in close proximity to the canopy at all times.
- 3.3. Damage to docks due to fire, improper mooring, or handling of vessels will be charged to the violator or vessel owner. Vessels should be adequately moored with appropriate lines and bumpers to prevent damage to the docks and other vessels.

4. Leased/Rented Property

- 4.1. Rented Park property or Member owned property on a leased or rented lot, cannot be altered without Cushing Memorial Park, Inc. and the USACE written approval. No work may begin until written approval by the Board is received by the Member. Major work may require that a Park permit be posted on the property. Those found in violation will be required to place the property back in its original configuration at Member's ~~their own~~ expense.
- 4.1.1. Member will be notified with a certified return receipt letter requiring the property to be returned to its original state within ~~45~~ 30 days of receipt of the letter.
 - 4.1.2. If the property is not returned to its original state within the said time frame, the member's gate access will be deactivated and access to the Park granted only for correction of the violation.
 - 4.1.3. If the Park is forced to return the property back to its original state, the cost will be charged to the member, including labor and expenses.
 - 4.1.4. The member's gate access will be re-activated when payment is made for the Park's services.
 - 4.1.5. If payment is not made within 30 days of services rendered, the membership and any current leases will be terminated and gate access deactivated. The member will be given 30 days to remove their personal property from the Park. The member will be notified and instructed by certified letter to contact the Park office to gain access to the Park in order to obtain their personal belongings. If the member owns a mobile home or has marketable improvements in a boathouse,

the member will have 6 months from the date of notification to sell said mobile home or the improvements.

4.2. It is the responsibility of the lessee or renter to maintain the leased or rented property in habitable and presentable conditions as determined by the Board. Repairs are to be made with proper materials that comply with Cherokee County building codes and USACE requirements and do not impact adjacent property.

4.2.1. Failure to maintain the leased property up to the standards deemed appropriate by the Park and USACE will result in the Member being notified with a certified return receipt letter requesting property deficiencies be corrected within 30 days of receipt of the letter. If the Park must conduct repairs/clean-up, the cost will be charged to the Member and include labor and any material expenses. Member's gate access will be deactivated until payment is made for the Park's services.

4.2.2 All campers, recreational vehicles, mobile homes, and appurtenant structures must be structurally sound and maintained in a safe and usable condition.

4.3. Prior to any Member-owned property (mobile home, campers, or boathouse renter improvements) in the Park being advertised for sale, the owner shall notify the Board. The Board is responsible for ensuring the new owner is a member of the Park, aware of the Rules & Regulations, and provided with a lease or rental agreement.

4.4. Occupying any lands, buildings, vessels, or structures within the Park premises for the purpose of maintaining a full- or part-time residence is prohibited except for employees residing on the premises for security and maintenance purposes as authorized by the USACE. Members may not reside in the Park overnight for more than 30 nights in any consecutive 60 day period. Continued violation will result in the deactivation of the gate access and termination of membership.

4.5. For the safety of everyone, all lights, fans, and appliances must be turned off when leaving the Park for more than 24 hours, except in mobile homes. Members will be billed \$25/day after the first notification.

5. Boats and Boat Trailers

5.1 Vessels belonging to members may be stored in the water or in an open boat parking ~~land lease~~ space under the following conditions:

5.1.1. Members are allowed to leave their vessels in the Park if the member pays and executes the appropriate agreement for a space at a rented dock, ~~on-land storage~~ open boat parking space, in a boathouse/boatshed or on a Member's leased mobile home lot.

5.1.2. In the event it is necessary to move a vessel to another parking area, the Park, as a result of the movement of the vessel, will assume no liability.

5.1.3. Only vessels with current registration in the name of the Member (or spouse/partner or dependent child) may be parked in rented dock slip or in designated rented open boat parking space. The first violation will result in

Member being notified by return certified mail and be required to remove the vessel immediately. The second violation will result in loss of dock slip or open boat parking space.

- 5.1.4. Vessels parked in any area of the Park or tied to a dock in the Park are parked at the owner's risk, and the Park will assume no liability for damage, loss, or theft of such vessels or its contents while in the Park.
- 5.1.5. Members who are absent from the Park and leave their vessel(s) in the water, unattended at day-use docks 6, 7 (on dock 7, the 4 slips on each side nearest end platform are day-use) or 8 will be contacted and asked to remove their vessel immediately. If the vessel is not removed within 10 days of notification, Member will be assessed a \$50/day fee until the vessel is removed. Fees not paid within 10 days will result in gate access deactivation until fees are paid in full.
- 5.1.6. Members who are absent from the Park and leave their vessel parked in front of their boathouse will be contacted and asked to remove their vessel in order to maintain clear access for others, and a neat and clean appearance in the Park.
- 5.1.7. Vessels stored in an open boat parking space are to be maintained in a neat and clean appearance. This includes any storage covers or tarps used to protect the vessel. Vessels must have the required registration number and a current registration sticker affixed on the bow as required by Georgia Department of Natural Resources. Boat must appear to be seaworthy and able to move under its own power. If any vessel is determined by the Board not to meet these conditions or does not appear to be actively being repaired to meet these conditions, the Member will be notified by return certified mail to remove the vessel from the Park within 10 days or provide justification why it is to remain.
- 5.1.8. Launching ramps and day-use docks 6, 7 (on dock 7, the 4 slips on each side nearest end platform are day-use), and 8 are available to all members on a first-come-first-serve basis.
- 5.1.9. Except for rented dock slips, members cannot reserve docking locations for in-water storage. Repetitious use of a day-use docking slip does not constitute a further claim to that space.
- 5.1.10. Boat trailers must be parked in designated boat trailer parking areas and only while Member remains in the park.
- 5.1.11. The boat trailer **MUST** bear the owner's name.
- 5.1.12. Dock slip renters cannot park boat trailers in day-use parking for an extended period of time.
- 5.1.13. Boat trailers in a non-designated/unassigned area will be towed/impounded at the owner's expense. Member will be assessed a \$25/day fee until the trailer is picked up from the Parks' impound area. Fees not paid within 10 days will result in gate access deactivation until fees are paid in full.
- 5.1.14. Boat trailers must be disconnected from vehicles when parked.

- 5.1.15. Automobiles cannot park in boat trailer parking areas.
- 5.2. All Members renting a dock slip or open boat parking space must provide the vessel's current registration card in Member's name (or spouse/partner or dependent child) at the time of rental and each year thereafter at the time of rental renewal. Failure to provide a current registration will result in termination or non-renewal of rental agreement. Dock slips or open boat parking are to be occupied **ONLY** by boats registered to the Member listed on the rental agreement.
- 5.2.1. If a Member disposes of a vessel with the intention of replacing it, Member will have until the next renewal to show proof of ownership of the replacement boat or an active, ongoing purchase. If a Member disposes of the vessel during the rental period, the Member may allow another Member use of the dock slip or open boat parking space for the remainder of the rental year with the approval of the Park President
- 5.3. All vessels that are in the Park must have the required registration number and a current registration sticker affixed on the bow as required by Georgia Department of Natural Resources. Owners of vessels not in compliance will be notified by certified return receipt letter to either remove the vessel from the Park or correct the situation within 10 days. If the situation is not correct within 10 days Member's gate access may be deactivated.
- 5.4. Dock slips or open boat parking spaces cannot be sub-leased or rented by the Member to another Member. Violation will result in immediate termination of the rental agreement and removal of the vessel from the dock slip or open boat parking space.

6. Boating Rules

- 6.1. All vessels must maintain idle speed in "No Wake" areas.
- 6.2. Vessels may not enter dock areas while trailing tow rope (tubes, skier, wakeboard, etc) of any description.
- 6.3. Vessels pulling skiers have right-of-way over power boats.