



Policies & Guidelines

Policy and Guidelines

Table of Contents

ARTICLE I: GENERAL INFORMATION

SECTION

- 1.1 Use of R-Ranch
- 1.2 Use by Immediate Family
- 1.3 Use of R-Ranch by Guests
- 1.4 Owner's Responsibility to Damages
- 1.5 Damage to Personal Property
- 1.6 Liability Waivers and Medical Authorizations
- 1.7 Use of Personal Golf Carts to Shuttle Individuals to R-Ranch Events.....
- 1.8 Minor Youth Guests.....
- 1.9 Cutting Firewood.....
- 1.10 Campfire Areas
- 1.11 Signs and Advertisements
- 1.12 Alcoholic Beverages
- 1.13 Conduct
- 1.14 Non-Smoking Areas
- 1.15 Quiet Time
- 1.16 Hunting
- 1.17 R-Ranch Lakes
- 1.18 Fireworks
- 1.19 Commercial or Professional Activity
- 1.20 Inspections of Records
- 1.21 R-Ranch's Right to Conduct Credit and Criminal Background Checks
- 1.22 Youth Curfew

- 1.23 Youth Supervision
- 1.24 Youth Dances

ARTICLE II: GUESTS

SECTION

- 2.1 Number of Guests
- 2.2 Guest Registration
- 2.3 Ranch Use by Guests
- 2.4 Guest Charges
- 2.5 Guest Cabin Reservations
- 2.6 Guest Horseback Riding Passes

ARTICLE III: RESERVATIONS

SECTION

- 3.1 Definitions
- 3.2 Owner Reservations
- 3.3 Reservation Deadlines
- 3.4 Terms of Reservation & Res. Extensions

- 3.5 Legal Residence/Homesteading
- 3.6 Check-in and Check-out Times
- 3.7 Cancellations
- 3.8 Pet Accommodations
- 3.9 Owner Only Reservations
- 3.10 Cabin Check-out Checklist

ARTICLE IV: RV AREA

SECTION

- 4.1 RV Restrictions
- 4.2 TV/Radio Antennas/Satellite Dishes
- 4.3 RV Site Condition
- 4.4 Reserved Sites
- 4.5 Sewer Drain Seals
- 4.6 Cooking Grease Disposal
- 4.7 Gray/Black Water Disposal

ARTICLE V: LODGE

SECTION

- 5.1 Availability
- 5.2 Age Limitations
- 5.3 Kitchen/Grill Areas Off Limits
- 5.4 Sale of Alcoholic Beverages
- 5.5 Area Cleanup
- 5.6 Dress Code
- 5.7 No Smoking

ARTICLE VI: ACTIVITIES CENTER

SECTION

- 6.1 Time of Use
- 6.2 Scheduled Activities
- 6.3 No Smoking or Use of Alcohol
- 6.4 Dress Code
- 6.5 Area Cleanup
- 6.6 Damages

ARTICLE VII: POOL

SECTION

- 7.1 Pool Swimming Areas
- 7.2 Swimming Regulations
- 7.3 Audio Equipment
- 7.4 Swim with Caution
- 7.5 Damage

ARTICLE VIII: STABLE

SECTION

- 8.1 Days Stable Is Closed
- 8.2 Stable Rules
- 8.2.1 to 8.2.21
- 8.3 Guest Limitations

- 8.4 Personal Horses
- 8.5 Guest Passes
- 8.6 Owners' Pasture.....
- 8.7 Non-Owner/Non-Ranch Horses.....

ARTICLE IX: WEAPONS

SECTION

- 9.1 Hunting/Firearms
- 9.2 Firearm Security
- 9.3 Archery Use

ARTICLE X: PETS

SECTION

- 10.1 Pets On the R-Ranch.....
- 10.2 Pet Accommodations
- 10.3 Pet Area Limitations
- 10.4 Pet Removal from Ranch
- 10.5 Cleanup After Pets
- 10.6 Disruptive Barking/Noise

ARTICLE XI: VEHICLES

SECTION

- 11.1 Rules of the Road
- 11.2 Definitions
- 11.3 Speed Limits
- 11.4 Driver Requirements
- 11.5 Road Use Restrictions
- 11.6 Moped
- 11.7 Motorcycles
- 11.8 Bicycles/Scooters (Motorized and Non-Motorized)
- 11.9 Golf Carts and/or Other Motorized Vehicles
- 11.10 Go Carts.....
- 11.11 Off-Road Vehicles
- 11.12 Insurance

- 11.13 Vehicle Servicing and/or Repairing
- 11.14 Vehicle/Utility Trailer Parking
- 11.15 RV Storage Area
- 11.16 RV Identification
- 11.17 Disposal of Abandoned Vehicles
- 11.18 Use of Boats
- 11.19 RV/Trailer Removal from Sites
- 11.20 Motorized Children's Toys
- 11.21 Registration of Vehicles
- 11.22 Passengers in Pickup Trucks
- 11.23 Noise Reduction Mufflers
- 11.24 Drone Usage.....
- 11.25 Enforcement

ARTICLE XII : GROUPS

SECTION

- 12.1 Group Reservation Definition.....
- 12.2 Prior Approval.....
- 12.3 Group Registration.....
- 12.4 Group Day Use.....
- 12.5 Group Reservations.....

ARTICLE XIII: CHILDREN'S RIGHTS

SECTION

- 13.1 Children's Rights

ARTICLE XIV: SITE AND CABIN ADOPTION PROGRAMS

SECTION

- 14.1 General Information.....
- 14.2 Board of Director (BOD) Adopted Site

ARTICLE XV: PROTOCOL FOR SUBMITTING REQUESTS FOR CHANGES TO THE POLICIES & GUIDELINES

FORMS AND AGREEMENTS

- List of Forms & Agreements.....

**ARTICLE I
GENERAL INFORMATION**

Section 1.1 USE OF R-RANCH.

Owners of R-Ranch (who have paid all assessments and fees in accordance with Section 2.4 of the Covenants, an (Owner in Good Standing) ...) and their “immediate family” (spouse, unmarried children and unmarried grandchildren under age 26 when accompanied by the Owner) are entitled to the use of all R-Ranch facilities year-round. (Exceptions to this policy are explained in Article 1 Section 1.2)

Section 1.2 USE BY IMMEDIATE FAMILY.

An Owner’s “Immediate Family” is entitled to the use of R-Ranch (without the Owner being on the R - Ranch) under the following conditions: 18 to 20 years of age-day use only and maximum limit of two guests 18 years of age or older. 21 to 25 years of age-overnight stays are permitted with a maximum of two guests 18 years of age or older.

“Immediate Family” under the age of 21 will not be permitted to reserve a cabin without the Owner being on R-Ranch property. An unmarried Owner is entitled to one primary guest per visit to be treated as Immediate Family while on the R-Ranch with the Owner.

Section 1.3 USE OF R-RANCH BY GUESTS.

Owners’ guests may not use R-Ranch unless they are accompanied by the Owner.

Section 1.4 OWNERS’ RESPONSIBILITY FOR DAMAGES.

Any Owner, member of an Owner’s family or guest of an Owner who intentionally or unintentionally damages or destroys any facilities or property of the R-Ranch shall be solely responsible for the full cost, including labor, of repair or replacement (if repair is not possible) of said facilities or property.

Section 1.5 DAMAGE TO PERSONAL PROPERTY.

R-Ranch is not responsible for any loss or damage to personal property of Owners, their immediate families, or their guests.

Section 1.6 LIABILITY WAIVERS AND MEDICAL AUTHORIZATIONS.

Liability waiver forms for all Owners, their family members, their guests, and minor children are required to be signed and on file with the R-Ranch office before they may participate in any Ranch activities. These forms also contain medical authorizations. A form for a minor child (guest and Owner) must be completed and signed by the child’s parent or legal guardian. All guests must complete these forms at the time of registration. A SIGNED LIABILITY WAIVER FORM IS MANDATORY.

Section 1.7 USE OF PERSONAL GOLF CARTS TO SHUTTLE INDIVIDUALS TO R-RANCH EVENTS.

Golf carts can ONLY be used to transport R-Ranch Owners, their families, and personal guests. No Owner is allowed to use his/her personal golf cart to shuttle individuals from any location on R-Ranch property to an R-Ranch event location, i.e., Rodeo, Blue Grass Concert, etc., unless authorized by the Executive Director.

Section 1.8 MINOR YOUTH GUESTS.

Any Owner who brings a minor youth to R-Ranch as a guest (without the youth’s parent or legal guardian) must provide the R-Ranch with a Waiver and Release Form completed and signed by a parent or legal guardian, that will be valid for 1 year.

Section 1.9 CUTTING FIREWOOD.

Fallen trees may be collected for firewood in designated areas. The cutting of standing timber

(live or dead) is permitted only with the approval of the Executive Director. The cutting of natural vegetation is not permitted, and the natural beauty of R-Ranch may not be disturbed. No wood may be removed from the property, unless authorized by the Executive Director.

Section 1.10 CAMPFIRE AREAS.

For your safety and protection and for the protection of R-Ranch, campfires are allowed in designated areas only. Board-approved, commercially manufactured patio fireplaces are allowed but must have sides and covers. No fires may be left unattended, and all fires must be completely extinguished upon leaving the campfire area.

Section 1.11 SIGNS AND ADVERTISEMENT.

No signs or advertisements may be posted anywhere on the R-Ranch without prior approval of the Executive Director.

Section 1.12 ALCOHOLIC BEVERAGES.

Consuming and/or carrying open containers of alcoholic beverages are prohibited in the following areas:

- a) All Ranch roads and common parking areas, while operating a vehicle.
- b) The Activities Center and all playground areas and at any event in which children and/or teenagers are the main participants.
- c) The stable, horse trails, and all other equestrian areas.

Section 1.13 CONDUCT.

- a) Anyone acting in a disorderly, intoxicated, disruptive, lewd, or vulgar manner may be removed from the R-Ranch at the discretion of the Executive Director. Any Owner witnessing such unacceptable behavior may report it to the Executive Director. Any Owner who has been removed from the property for a second infraction may become subject to Bylaws, Article VIII, Section 8.1.2. Removal from property may result in a Criminal Trespass order being issued.
- b) Social Media Conduct – **R-Ranch in the Mountains Ranch Owners Association, Inc. (“R-Ranch”) – Online Social Media Policy**

Purpose: R-Ranch online social media channels are intended to foster positive interactions and create a safe and respectful environment for all our Owners, guests and employees. Bullying, harassment, defamation, and other forms of inappropriate behavior are strictly prohibited. While we value free expression, we also recognize the importance of maintaining a civil and respectful R-Ranch online community.

Scope: This policy applies to all users engaging with our social media channels, including Owners, guests of Owners, employees, customers, partners, and any other individuals interacting with our online platforms.

R-Ranch Social Media Policy Statement:

1 Prohibited Behavior: - The following types of social media conduct are prohibited: Harassment: Any conduct that threatens, intimidates, or demeans individuals. - Discrimination: Any behavior that discriminates against individuals based on race, gender, sexual orientation, religion, disability, or any other protected characteristic. - Threats: Any form of threat or intimidation towards individuals. - Cyberbullying: Any form of bullying conducted through electronic communication. - Trolling: Deliberately provoking or harassing others online.

2. Definition of Bullying: Bullying is defined as any unwanted, aggressive behavior that involves a real or perceived power imbalance, and that is repeated or has the potential to be repeated over time. This includes, but is not limited to, threats, intimidation, harassment, derogatory comments,

R-Ranch in the Mountains® Policy & Guidelines

insults, spreading rumors, or any other behavior intended to harm or distress an individual.

3. Definition of Defamation - Issues related to R-Ranch in the Mountains: - Any false statements, rumors, or misleading information that may harm the reputation of R-Ranch in the Mountains, its Owners, guest of Owners, or its employees are strictly prohibited. - Users are expected to verify the accuracy of information before sharing it on our social media channels to prevent defamation and misinformation.

4. First Amendment Rights Consideration: - R-Ranch respects the First Amendment rights of individuals to express their opinions and ideas. However, these rights do not protect behavior that violates R-Ranch policies, including bullying, harassment, discrimination, or defamation. - While we encourage open dialogue and diverse perspectives, we will not tolerate behavior that harms or distresses others or spreads false information.

5. Reporting Procedure: - Individuals who experience or witness bullying, harassment, or defamation on our social media channels are encouraged to report the incident immediately by sending a direct message to the official account, contacting the designated administrator, or notifying the Executive Director. - Reports will be taken seriously and investigated promptly. Confidentiality will be maintained to the extent possible.

6. Consequences of Violation: - Individuals found in violation of this policy will be subject to appropriate disciplinary action, which may include: - Removal of the offending content. - Temporary or permanent suspension from our social media channels. – Suspension from use of R-Ranch or legal action in severe cases.

7. Compliance: - All R-Ranch social media users are expected to comply with this policy and treat others with respect and dignity, while also exercising their rights to free expression within the boundaries of our policies. - By engaging with our social media channels, users agree to abide by this policy.

8. Review and Updates: - This policy will be reviewed periodically to ensure it remains effective and up to date. - Updates to the policy will be communicated to all users.

Conclusion: R-Ranch is committed to maintaining a positive and inclusive online community that respects the rights of individuals to express their views while upholding standards of civility and respect. By following this policy, we can create a welcoming environment for all individuals on our social media channels while protecting the reputation of R-Ranch in the Mountains.

c) Outside Actions – Owners involved in any activities outside of R-Ranch, which as determined by a majority of the Board of Directors, are inconsistent with the Values and Mission of R-Ranch or criminal convictions discovered during a background check conducted pursuant to section 1.20, may be subject to immediate suspension by majority vote of the Board of Directors as provided for in the Bylaws, Article VIII, Section 8.1.2 and further action may be taken pursuant to bylaws, Article VIII, section 8.3.

d) Suspension and Disciplinary Actions -

1) Authority for suspension of membership privileges. The R-Ranch Bylaws provide in Section 7.1 the authority for the Board of Directors “to promulgate general policies and guidelines governing the use of the facilities of the R-Ranch... to enforce such policies and guidelines and to establish penalties for the violation of any such policies and guidelines.” Article VIII, entitled “Discipline” provides in section 8.1: “All members recognize that by the very nature of the Ranch, a close cooperation among members is necessary for everyone to benefit from the use and enjoyment of the Ranch. In order to insure such cooperation, all members agree that the rights of

R-Ranch in the Mountains® Policy & Guidelines

Owners relating to the Ranch and the Association shall be subject to suspension in accordance with the provisions of this Article VIII.” Section 8.1.2, entitled “Suspension for Violation of General Policies” states that “ All of an Owner’s rights relating to the Ranch and the Association, including, without limitation, such Owner’s right to vote in meetings of the members of the Association and such Owner’s right to use the facilities of the Ranch, may be suspended by Majority Vote of the Board of Directors... in the event that such Owner, or any associate member of the association...or any guest of such Owner shall fail to comply with the policies and guidelines promulgated from time to time by the Board of Directors. “

2) Grounds for Suspension Violation of Policies and Guidelines, Bylaws or Covenants: Persistent non-compliance with the Association’s established policies and guidelines despite previous documented warnings. For example: ignoring repeated requests to follow Ranch policies and guidelines, failing to maintain property as required by Ranch standards, continued use of common areas in a manner that violates policies and guidelines. Unacceptable behavior: Acting in a disorderly, intoxicated, disruptive, lewd or vulgar manner. Behavior that is inappropriate or violates the Association’s rules, policies, or ethical standards. Behavior that interferes with the peaceful enjoyment of the Ranch by other Owners. Damaging Ranch property or the property of other Owners. Engaging in fraudulent activities or misrepresenting oneself. Illegal Activities: Any actions that violate local, state, or federal laws, e.g., drug possession, use, or distribution., theft or vandalism, assault or other violent behavior. Harassment: Any conduct that threatens, intimidates, or demeans individuals. Discrimination: Any behavior that discriminates against individuals based on race, gender, sexual orientation, religion, disability, or any other protected characteristic. Threats: Any form of threat or intimidation towards individuals. Cyberbullying: Any form of bullying conducted through electronic communication. Trolling: Deliberately provoking or harassing others online. Bullying: Any unwanted, aggressive behavior that involves a real or perceived power imbalance, and that is repeated or has the potential to be repeated over time. This includes, but is not limited to, threats, intimidation, harassment, derogatory comments, insults, spreading rumors, or any other behavior intended to harm or distress an individual. Defamation: Any false statements, rumors, or misleading information that may harm the reputation of R-Ranch in the Mountains, its Owners, guest of Owners, or its employees.

3) Procedures for suspension Owners accused of violations shall be provided with written notice of the allegations by certified mail, return receipt requested or UPS to his address on the books and records of the Association at least ten (10) days before any action is taken. The notice will include the specific charges, the evidence supporting the charges, and the date of a hearing where the Owner can respond to the allegations and present their defense.

4) Investigation and Evidence The Executive Director will conduct a formal investigation of the allegations and present supporting evidence and testimony to a committee of the Board which will gather evidence, interview witnesses, and compile a report to the Board with their findings.

5) Hearing and Decision A hearing before the entire Board of Directors, in closed executive session, will be held no sooner than fifteen (15) days after the notice is given. The Owner and the Board may present evidence, call witnesses, and have representation. The Board will review all evidence and make a decision based on the evidence and testimony. The evidentiary standard shall be that there was clear and convincing evidence, resulting in a determination of a high probability that the offense was committed by the Owner as charged. All Board members must be present in person or virtually via the internet and vote on the suspension decision unless a Board member recuses his/herself. The decision of a Majority of the Board of Directors will be final, subject to appeal.

6) Penalties for violation In the event that the Board determines that the alleged violations were committed and suspension from access to the R Ranch and its amenities will be appropriate, the Board may assess penalties including: a probationary suspension for a stated term, a stated term suspension, an indefinite term suspension and forfeiture of R-Ranch deed.

7) Appeals Owners shall have the right to appeal against any suspension decision. Appeals must be submitted in writing within fifteen (15) days following the decision. During the pendency of the Appeal the decision of the Board will be enforced. The appeal will be reviewed by an appeals committee of the Board, appointed by the Board. The appeals committee will make a recommendation to the Board within thirty (30) days of receiving the appeal. The Board will then consider the Appeal and the recommendation of the Appeals committee, and the final decision will be documented and communicated to the Owner in writing.

8) Documentation and Transparency All steps in the investigation and decision-making process, including the hearing, will be documented. The Owner will receive a copy of the investigation report and the reasons for any suspension no later than ten (10) days prior to the hearing. All of the investigation, reports and hearing shall be kept confidential and only a final decision shall be published in the interest of protecting the Owner's confidentiality.

e) Good Standing – In addition to a Unit Owner being in financial arrears, if a Unit Owner conducts themselves in a manner that results in their receiving a Letter of Suspension from the Board of Directors, their “Good Standing” status shall be revoked effective with the date of the Letter of suspension.

For dues/assessments, when an Owner brings their account current, they will regain their “Good Standing” status immediately. However, if an Owner's “Good Standing” is revoked by the Board pursuant to a Letter of Suspension due to conduct, the period of suspension from Good Standing will be determined by the Board at the time of issuing the suspension order. This applies to all Owners listed on the R-Ranch Property Deed.

In addition, said Owner(s) would not be eligible to serve on any of the Standing Committees, to

R-Ranch in the Mountains® Policy & Guidelines

vote in elections or on any other Ranch matters, or serve on the Board of Directors for a minimum of 12 months from the date of the letter of suspension.

Said Owner would be allowed to apply to the Board for reinstatement of their “Good Standing” status during an Executive Session of the Board following the termination of the period of suspension determined by the Board.

Section 1.14 NON-SMOKING AREAS.

Due to statements made by the public health commission that second-hand smoke is hazardous to all persons’ health, the interior of the office, chapel, activities center, stable, and lodge are designated non-smoking areas. Smoking is defined for these purposes, to include all tobacco and electronic cigarettes.

Section 1.15 QUIET TIME.

Quiet time is observed from 11:00 p.m. to 7:00 a.m. in all cabins, RV, and tent areas. Any group or event sponsor, including R-Ranch staff, requesting an extension of Quiet time, past 11:00 p.m. must request and receive advance approval of such extension by the Board of Directors at a Board meeting prior to such event.

Section 1.16 HUNTING.

No hunting or dressing of any wildlife (other than fish) will be allowed on Ranch property (see **Weapons, Article IX**).

Section 1.17 R-RANCH LAKES

- a) Swimming is prohibited in Crystal and Rainbow Lakes
- b) Fishing is allowed only as catch and release.
- c) R-Ranch’s small boats (canoes, kayaks, paddle boats, etc) can be signed out at the front office and must be returned and secured to the same location as found before dusk. Any paddles and life jackets signed out, must be returned to front office.
- d) Owner’s boats – refer to Section 11.18 of P&G

Section 1.18 FIREWORKS.

All classes of fireworks are prohibited on R-Ranch.

Section 1.19 COMMERCIAL OR PROFESSIONAL ACTIVITY.

Use of the R-Ranch by Owners is restricted to recreational purposes only such as hiking, camping, horseback riding, swimming, and other such outdoor sports. No Owner shall make commercial or professional use of the R-Ranch facilities, amenities, equipment, or employees that would result in a personal financial benefit without specific advance approval by the board of directors and only if such use also financially benefits the R-Ranch. The R-Ranch may purchase commercial products or professional services from an Owner who is qualified to provide such products or services, provided that such Owner provides the products at a commercially reasonable, competitive rate. The Association shall have the exclusive right to engage in commercial and professional activities related to the R-Ranch and all such profits therefrom shall be common profits of the Association and shall be held, used, and disbursed for the benefit of all of the Owners to be applied to the payment of common expenses and as otherwise provided in Article VI, Section 6.4.3 of the Declaration of Covenants. Owners are not permitted to compete with the Association in any profit-making activity related to the R-Ranch, including but not limited to, advertising for or engaging in concessions, food and beverage services, souvenirs, events, etc. Section 1.17 shall be deemed violated if a Member receives any value, monetary or otherwise, in connection with

the sale of concessions, food or beverages, souvenirs, etc. Section 1.17 shall also be deemed violated if a Member is engaged in the advertising or promotion of any competing activity enumerated herein.

Section 1.20 INSPECTIONS OF RECORDS.

- a) Subject to the provisions of O.C.G.A.§14-3-830 governing standards of conduct of directors, which requires that directors discharge their duties “(1)(A) In a manner the director believes in good faith to be in the best interest of the corporation; and (B) With the care an ordinarily prudent person in a like position would exercise under similar circumstances”; all directors shall have the right at any reasonable time to inspect books, records and documents of the R - Ranch and the physical properties owned or controlled by the R-Ranch. The right of inspection by a director includes the right to make extracts and copies of documents. A director’s request for any records for the purpose of or in connection with any competing activity enumerated in Section 1.17 shall be deemed to be a violation of O.C.G.A§14-3-830 (1)(A) and a director will not be permitted access to any records for such purpose. Any request for access to information, other than information available to all Members, must be approved by the Executive Director.
- b) In no event shall records be available for inspection or copying by any Member or director in violation of any applicable law, rule or regulation governing the protection of confidential or proprietary information. For example, personnel records, medical information and collection activity shall not be released under any circumstances.

Section 1.21 R-RANCH’S RIGHT TO CONDUCT CREDIT AND CRIMINAL BACKGROUND CHECKS.

All current and prospective Owners of R-Ranch are subject to a criminal background check and a credit check and shall sign appropriate releases providing R-Ranch with any and all information required by state and federal laws necessary to conduct such searches. If the search results reveal either a criminal history, excepting minor traffic violations, or a Beacon score of less than 700 then the R - Ranch may, in its discretion, deny Ownership to the prospective Owner or take action as provided in Section 1.13c.

GENERAL INFORMATION FOR R-YOUTH

The following rules are designed to coincide with the spirit of R-Ranch, the integrity of the Owners and the future of our number one asset - R-Youth.

Section 1.22 YOUTH CURFEW.

An 11:00 p.m. curfew is established for all youth under 16 years of age everywhere on the R-Ranch, especially outside the cabins, RV’s and bathhouses. The foregoing curfew will not apply when the youth is under direct supervision of a parent or guardian.

Section 1.23 YOUTH SUPERVISION.

The R-Ranch provides limited activities and facilities with adult supervision for R-Youth. Parents have the actual responsibility of being sure their youth travel to, obey the guidelines of, and return safely from the particular events. No parent or guardian may leave the R-Ranch with their youth unattended on the R-Ranch.

Section 1.24 YOUTH DANCES.

- a) Times of youth dances will normally be 8:00 p.m. to 11:00 p.m. This is left to the discretion of the Executive Director.
- b) Ages allowed at the dances will be left up to the discretion of the parents, with 18 years of age being the maximum.
- c) There must be one chaperone for every 10 youth, with a minimum of two adults present at all times.
- d) To attend a dance, all youth must be signed in and out by their parents or guardians.
- e) Inside the dance area there will be no smoking, alcohol consumption, profanity, dipping tobacco, chewing tobacco or use of a controlled substance.
- f) Any violations of the above rules and any other unseemly behavior will result in the parents being called and required to remove the youth from the dance area.

**ARTICLE II
GUESTS**

Section 2.1 NUMBER OF GUESTS ALLOWED.

Owners of R-Ranch may bring a maximum of four guests per visit without charge. Five or more guests will be considered a “Group” (Article XII).

Section 2.2 GUEST REGISTRATION.

All guests must register with the office at the time of arrival. See **ARTICLE I, Section 1.6** for information about waivers.

Section 2.3 RANCH USE BY GUESTS.

Guests may not use R-Ranch unless they are accompanied by the Owner.

Section 2.4 GUEST CHARGES.

Guests will be charged at the prevailing guest rate if occupying a separate cabin, RV site or tent site.

Section 2.5 GUEST CABIN AND RV SITE RESERVATIONS.

Owners can make advance reservations for guests for RV sites and Cabins up to thirty (30) days in advance of arrival. *For Ranch holiday weekends*, advanced RV site & Cabin reservations for guests can only be made beginning 14 days prior to the beginning of the Ranch holiday weekend.

Section 2.6 GUEST HORSEBACK RIDING PASSES.

Owner’s must bring their guests riding to sign up at the stables the morning they want to ride. Once signed up, guest riding passes can be purchased at the Front Office for corral and trail rides. A guest horseback riding pass is good for a single ride only, at the prevailing rate. The guest riding pass must be presented to the Stable Staff prior to the scheduled ride time.

**ARTICLE III
RESERVATIONS**

Section 3.1 DEFINITIONS.

The terms “accommodations” and “site” as used herein are defined as a Chapel Hill Cabin, Rainbow Lake Cabin, Cottages, RV pad, or tent site.

Section 3.2 OWNER RESERVATIONS.

Only one accommodation can be reserved, for any 24-hour period, for each unit interest owned at the prevailing usage only rate. Additional accommodations during the same 24-hour period must be reserved at the prevailing guest rate in cabins/RV sites. (Exception refer to Section 3.5)

Section 3.3 RESERVATION DEADLINES.

Accommodation reservations may be made up to thirty (30) days in advance of arrival. The date of arrival is Day 1; count backwards 30 days to determine the earliest date a reservation may be made. Reservations can only be made with the R-Ranch office during normal operating hours, either in person or by phone. No reservations will be accepted by email or voicemail. A specific site can be requested if available. No Owner can be bumped from a reserved site without the approval of the Owner who made the site reservation. Except as provided in Section 12.5.

Section 3.4 TERMS OF RESERVATION and RESERVATION EXTENSIONS

Owners may occupy a Chapel Hill cabin/RV/tent site for a period of fourteen (14) nights per reservation. After fourteen (14) consecutive nights, Owners must physically leave the R-Ranch for three (3) consecutive nights.

During the winter months (December 1 - March 31), Owners may make a reservation for a Chapel Hill cabin/RV/tent site for a period of twenty-one (21) days.

Within 48 hours of an initial reservation ending, an owner may call/go by the office to see if their current site/Chapel Hill cabin is available for an extension up to an additional 14 days. If the site/cabin is available, the reservation may be extended for up to 14 days. For each reservation extension, the owner must physically leave the R-Ranch for 3 consecutive nights at the end of each reservation/reservation extension, but their RV or items in the cabin can stay. (Note: The three (3) nights off property are included as part of the 14-day extension).

Consecutive reservation extensions are allowed as long as the site or cabin is available, and owner is in good standing and has met the 3 consecutive nights absence requirement at the end of each extension. Reservation extensions can only be made within 48 hours of the current extension expiring.

For reservation extensions, if the site/cabin is not available due to another reservation having already been made, the Owner can reserve another site/Chapel Hill cabin, if available, up to another 14 days. Again, the Owner must leave the R-Ranch for 3 consecutive nights at the end of each reservation extension.

All Owners who hold an adopted RV site or cabin will be permitted to stay on property a maximum of twenty-one (21) nights in a single visit.

Cottages require a two-night minimum reservation.

R-Ranch is not designed for permanent residence, but for periodic enjoyment. All personal items left behind upon a reservation or reservation extension ending (including RV) will be considered a violation and will result in a fine for each night at the prevailing rate as set by the Board.

Notes:

- Owners may only have one reservation at any given time to participate in the reservation extension program. Future reservations for Owners who are currently occupying a site or cabin may only be made within 48 hours prior to Owner checking out of their current site/cabin.
- With reservation extensions for Chapel Hill cabins, housekeeping services are not available.
- Reservation extensions are not available for Rainbow Lake cabins.
- All reservation extensions must be paid for at time of booking.

Section 3.5 LEGAL RESIDENCE/HOMESTEADING.

No Owner may establish R-Ranch as his/her legal residence, nor may he/she claim homesteading

rights. The reservation guidelines are formulated for weekend and short-term use of the R-Ranch. Except for RV or Cabin adoptions (see **Section 3.4**), the maximum allowable stay on the R-Ranch is any total of fourteen (14) consecutive nights from April 1-November 30 and twenty-one (21) consecutive nights December 1-March 31. All persons must be absent from the R-Ranch for no less than three (3) consecutive nights between stays. This rule applies to all Owners regardless of the number of Ownerships.

Section 3.6 CHECK-IN AND CHECKOUT TIMES.

Check-in time for RV, Cabin, and Tent accommodations is 4:00 p.m.; checkout time is 12:00 noon for cabins and RV/tent sites. Upon arrival if the Cabin or RV site has been cleaned & ready for use, the Owner may check in upon arrival. Reservations will be held until 12:00 midnight of the arrival day. At that time, the accommodations will be made available on a first-come basis. If an Owner checks-in over the phone because they are arriving late, the Owner must physically check-in at the front office no later than 12:00 noon on the following day. If an Owner fails to do so, then the reservation may be cancelled, and they will be charged a cancellation fee according to the R-Ranch Fines and Fees Schedule.

Section 3.7 CANCELLATIONS.

Cancellation of reservations must be made on or prior to 48 hours before the first night of the reservation, either in person or by phone. If the arrival date of a reservation is changed, the entire reservation will be cancelled, and the Owner's name will be added to the bottom of the waiting list. All reservations must be cancelled with the front office staff during office hours. The Executive Director must approve any exceptions. When a cancellation is made, the front office staff will issue a confirmation number. Owners who fail to honor their reservation will be charged a fee at the prevailing rate as determined by the Board.

Section 3.8 PET ACCOMMODATIONS.

At the time a reservation is made, the intent to bring a pet to the R-Ranch must be made known to the reservation staff.

Section 3.9 OWNER ONLY RESERVATIONS.

Reservations may only be made by an Owner. Except as provided in Section 12.5

Section 3.10 CABIN CHECK-OUT CHECKLIST

At the time of check-in to a cabin, R-Ranch staff shall provide a property inspection check list and cleaning procedures for the Owner or guest. The Owner or guest will return the completed form and keys to the front office upon checkout. R-Ranch staff shall have 3 days following the last date of occupancy by Owner or guest, to inspect and make available a report of a deficiency in inventory and/or cleaning. The Owner will be charged the appropriate fee as a result of the reported deficiency. The Owner will be notified within 13 days of checkout of any charges.

**ARTICLE IV
RV AREA**

Section 4.1 RV RESTRICTIONS

Only commercially manufactured recreational vehicles 45 feet or less in length with wheels and axles that meet RVIA standards are appropriate for R-Ranch. These include motor homes, fifth wheels, travel trailers, horse trailers and toy haulers with commercially manufactured living quarters, slide-ins, and pop-ups.

- a) Except for the small pop-up type campers, each RV must have gray and black water holding tanks.
- b) The RV must be well-maintained. The horse end of any trailer with living quarters

must be cleaned from shavings and horse manure. Final judgment of the condition of a vehicle entering R-Ranch will be left to the discretion of the Board/Executive Director.

- c) Park models are not appropriate vehicles for the RV areas.

Section 4.2 TV/RADIO ANTENNAS/SATELLITE DISHES.

TV/radio antennas must be standard RV manufactured equipment. RV radio antennas and individual satellite dishes (limited to an 18” dish) are restricted to 3 feet above the roofline of the RV, no more than 10 feet from the pad and must be stored on the site when not occupied.

Section 4.3 RV SITE CONDITION.

All sites must be left in the “same” condition as when first occupied. RVs left unattended overnight must have all possessions stored in an orderly and secure manner and all items must be neatly stored on the site with nothing left outside of or off the adopted pad at the end of each visit to the Ranch. Any planning or changes to the area around the site must have approval from the Executive Director and the Chairperson of the Accommodations Committee. A comprehensive list of RV Site/Cabin Policies, Guidelines and Conditions can be found within the Adoption Program Information packet. The Executive Director may require an Owner to improve the conditions of their site, if it violates any of the terms withing the Adoption Program Information packet. The Owner may also be subject to fines and fees in accordance with Ranch Site Violation Form.

Section 4.4 RESERVED SITES.

RVs/trailers must be at their reserved sites and may not be moved to another site without first obtaining a new site reservation from the R-Ranch office.

Section 4.5 SEWER DRAIN SEALS.

All RVs on a full hookup campsite are required to have a “doughnut” (i.e., sewer drain seal) between the drain tube and the sewer pipe.

Section 4.6 COOKING GREASE DISPOSAL.

The R-Ranch does not have appropriate facilities for disposal of cooking grease; therefore, cooking grease must be put in an appropriate container and discarded into the dumpster.

Section 4.7 GRAY/BLACK WATER DISPOSAL.

To comply with State and County health regulations, gray water (from sinks, showers and washers) and black water (from toilets and portable receptacles – honey wagons) must be discharged or dumped into the appropriate receptacle.

ARTICLE V

LODGE

The lodge is designed as a multipurpose facility which can accommodate several activities simultaneously, with economy of operation in mind.

Section 5.1 AVAILABILITY.

The Grill Room and Main Lodge will generally be available to sign out key from front desk from 8:00 a.m. to 9:00pm daily. The temperature will be maintained at appropriate levels.

Section 5.2 AGE LIMITATIONS.

The lodge is intended for use by the entire family; however, no youth under the age of 16 years will be allowed in the lodge after 11:00 p.m. except when accompanied by a parent or guardian, or on occasions specified by the Executive Director.

Section 5.3 KITCHEN/GRILL AREAS OFF LIMITS.

The kitchen and grill areas of the lodge are limited to Ranch employees and volunteers authorized

by the Executive Director.

Section 5.4 SALE OF ALCOHOLIC BEVERAGES.

County ordinances prohibit the R-Ranch from selling any alcoholic beverages. Consumption of Owner and guest provided alcoholic beverages is permitted (see **ARTICLE I, GENERAL INFORMATION, Section 1.11**).

Section 5.5 AREA CLEANUP.

All areas should be left clean and undamaged for the use of the next person.

Section 5.6 DRESS CODE.

The wearing of wet clothing or wet swimwear is not allowed in the lodge. The bath house and grill are accessible from the pool area.

Section 5.7 NO SMOKING.

All areas of the lodge are designated as non-smoking areas.

**ARTICLE VI
ACTIVITIES CENTER**

The Activities Center (in the basement of the Lodge) is designed as a multipurpose facility which can accommodate all ages. The center consists of a game room, TV room and a general-purpose room. (For specific youth information see **GENERAL INFORMATION FOR R-YOUTH, ARTICLE I**.)

Section 6.1 TIME OF USE.

The activities center will generally be available from 8:00 a.m. to 11:00 p.m. daily. Activities in the general purpose and TV rooms will be predicated on a first-come basis.

Section 6.2 SCHEDULED ACTIVITIES.

The center may be used for scheduled activities, at which time the scheduled activity takes precedence over individual use.

Section 6.3 NO SMOKING OR USE OF ALCOHOL.

Consumption of alcoholic beverages and smoking are prohibited in the activities center.

Section 6.4 DRESS CODE.

The wearing of wet clothing and wet swimwear are not allowed in the activities center.

Section 6.5 AREA CLEANUP.

All areas should be left clean and undamaged for use by the next person.

Section 6.6 DAMAGES.

Any Owner, member of an Owner's family or guest of an Owner who intentionally or unintentionally damages or destroys any facilities or property of the R-Ranch shall be solely responsible for the full cost, including labor, of repair or replacement (if repair is not possible) of said facilities or property.

**ARTICLE VII
POOL**

Section 7.1 POOL SWIMMING AREAS.

The pool will be divided into designated swimming areas.

Section 7.2 SWIMMING REGULATIONS.

Swimming regulations are posted at the pool. These regulations should be read by all swimmers and must be followed at all times.

Section 7.3 AUDIO EQUIPMENT.

Owners or guests may be required to use earphones at the discretion of the staff and/or management.

Section 7.4 SWIM WITH CAUTION.

Caution should always be used, especially when there is no lifeguard on duty.

Section 7.5 DAMAGE

Any Owner, member of an Owner's family, or guest of an Owner who intentionally or negligently causes damage to the pool resulting in the need for additional cleaning or repair will be solely responsible for the full cost, including labor costs, of said additional cleaning or repair. If damage is such that repair is not possible, said Owner will be solely responsible for the full cost of the part or parts that are not repairable, including all labor costs associated with installation of same.

**ARTICLE VIII
STABLE**

Section 8.1 DAYS STABLE IS CLOSED.

The stable is closed Tuesdays, Wednesdays, Thanksgiving Day, and Christmas Day, or any other days as determined by the board or Executive Director.

Section 8.2 STABLE RULES.

The welfare of the horses and rider safety are of paramount importance. Stable Rules pertaining to the operation of the stable, assignment of horses, proper attire, handling and riding of horses are published and enforced by the Stable Manager. These rules will apply to both personal horses of Owners and as well as to the R-Ranch's herd. The Stable Manager is vested with the authority to enforce the Stable Rules and to make decisions regarding exceptions when necessary. Although our horses are well-trained trail horses, it must be remembered that they are large, powerful animals. They must be treated with care and respect in order to avoid injury to them and to you. We anticipate your complete cooperation in the enforcement of these rules.

8.2.1 Absolutely no smoking is allowed at the barn and its immediate area or on the trails.

8.2.2 No more than one rider is allowed on a horse at any time.

8.2.3 Horses may not be run on any R-Ranch trail. Penalty for this will be warning and/or fines.

8.2.4 All trail rides must have a minimum of two (2) riders. Owners of personal horses may ride their personal horse alone.

8.2.5 Horses may not be ridden in the following areas: Cabin areas, RV areas, Tent area, on the grounds or in the parking lots of the office, lodge, or chapel. Horse-drawn carriages are exempt. Horses must have a "diaper" bag.

8.2.6 The minimum age for trail riding is six (6) years old. Children under six (6) may ride in the corral with adult supervision and under the direction of the Stable Manager or staff.

8.2.7 All riders on trail rides must be able to control their horses. Stable Staff or designated Trail Guide may remove a rider for the trail ride at their discretion for the safety of the rider and all other riders. Children (ages 6-12) must be accompanied by an adult in a 3 child to 1 adult ratio. Youth/adults (over 12 years of age) ride at the discretion of the Stable Manager. All riders that are required to be led in the corral must

be accompanied by a responsible person over the age of 12. Stable Staff are not responsible for leading any rider/horse in the corral.

- 8.2.8** Only horses are allowed in the barn and immediate area. No other personal animals will be permitted. (See also **ARTICLE X, Section 10.3.**)
- 8.2.9** R-Ranch is not responsible for the condition of the trails. Owners/guests ride at their own risk.
- 8.2.10** Trail rides will be cancelled at the discretion of the Stable Manager in the event of any inclement weather.
- 8.2.11** Owners of all horses must provide proof that horses have a negative Coggins test not more than 12 months old.
- 8.2.12** Reservation for a stall must be made with the Stable Manager at least 48 hours in advance of bringing an Owner's horse on the property.
- 8.2.13** The mixing of Owner's personal horses and R-Ranch horses on trail rides, in the arenas, or in the stable area must be approved by the Stable Manager in advance.
- 8.2.14** R-Ranch is not responsible for any accidents to horses or riders while Owners have their own horses on Ranch property.
- 8.2.15** Closed toe shoes must be worn at all times while in the stable areas. Long pants will also be required while riding.
- 8.2.16** Requests for specific horses for riding will be accommodated when possible, but the final decision is at the discretion of the Stable Manager.
- 8.2.17** Anyone acting in a disorderly or disruptive manner or mistreating the horses in any manner will be asked to leave the barn/arena areas and may be denied riding privileges in the future.
- 8.2.18** When in the vicinity of the horses, all children must be under strict parental supervision.
- 8.2.19** "Standby Only" trail or arena rides are subject to the availability of qualified guides.
- 8.2.20** Liability waivers must be signed at the office by all Owners and guests, and by parents/legal guardians/custodians for minor children. R-Ranch is not responsible for any personal horse, accidents to personal horses or riders while Owners have their personal horses on R-Ranch property.
- 8.2.21** Current Stable rules will be posted at the stable. Stable Manager may request modification of the rules as needed, subject to approval by the Board.

Section 8.3 GUEST LIMITATIONS.

Up to fifty percent (50%) of the riders on each trail ride may consist of guests or groups (**ARTICLE II, Section 2.1** applies). Additional riders (Owners or groups) may be accommodated on a space-available basis. No group rides on holiday weekends. Reservations for a group ride of ten (10) or more must be made a week in advance. A guest riding pass is valid for a single ride only.

Section 8.4 PERSONAL HORSES.

Owners may bring personal horses to the R-Ranch, but only while they are visiting or staying on the R-Ranch. Guests of Owners are not permitted to bring personal horses onto R-Ranch property except as provided for in Section 8.7 below. All Owners' personal horses brought onto the R-Ranch must meet the following health and veterinary criteria as established by the Stable Manager and all Owners must comply with the Stable Rules:

R-Ranch in the Mountains® Policy & Guidelines

- a) Proof of current (within 12 months) negative Coggins test for equine infectious anemia is required for all horses entering R-Ranch property.
- b) The name of the horse's Owner listed on the Coggins paperwork must also match a name appearing on that R-Ranch Owner's deed. A Bill of Sale will not be accepted in place of, nor will it satisfy or negate, this requirement.
- c) Owners' horses that have been newly acquired are not permitted on property until at least 30 days after the date reflected on the new Coggins paperwork as Date Blood Drawn. Under Name and Address of Owner, Coggins paperwork must reflect the name of an Owner that also appears on the R-Ranch Owner's deed.
- d) If an Owner wishes to bring a horse onto R-Ranch property with Coggins paperwork that is less than 30 days old, based on the Date Blood Drawn, that Owner may do so if able to provide the previous year's Coggins paperwork along with the current Coggins. In such cases, both sets of Coggins paperwork must reflect the same horse Owner's name, and the horse Owner's name must appear as a name on the R-Ranch Owner's deed.
- e) Personal horses may be grazed only in the designated Owners' Pasture. Reservations for stabling personal horses must be made with the R-Ranch office at least 48 hours in advance. Riders age 12 and up only are permitted to be at the barn and ride personal horses alone in the corral and lower arena without a parent present. Trail riding of personal horses alone is permitted for riders age 18 and over. No more than one rider is allowed on a horse at any time. The lower arena closes at 11:00 p.m. and all riders must be out of the arena with the lights off by 11:00 p.m. R-Ranch is not responsible for any accident to horses or riders while Owners have their personal horses on the property.

Section 8.5 GUEST PASSES.

Please see Section 2.6 GUEST HORSEBACK RIDING

Section 8.6 OWNERS' PASTURE.

Owners who bring personal horses to the R-Ranch and use the Owners' Pasture must sign in and out of the Owners' Pasture log at the front desk. Owners who are sharing the Owners' Pasture at any given time are responsible for working out among themselves the organization of their personal horse within the Owners' Pasture. Owners utilizing the Owners' Pasture are responsible for the Owners' Pasture fencing. Owners are responsible for their own personal horses at all times while utilizing the Owners' Pasture.

Section 8.7 NON-OWNER/NON-RANCH HORSES.

Visiting horses, not belonging to the R-Ranch or a specific ranch Owner, shall be permitted on R-Ranch property when accompanied by an Owner or a member of a scheduled saddle/trail club visit or other special ride event where approval is obtained in advance and reservations are booked in advance. Overnight accommodations and stall rentals by advance agreement with Stable Manager will be required. Stable rules as designated by the Stable Manager, including the Coggins requirement as provided for in Section 8.4 above, shall apply with regard to all visiting horses. The Coggins must reflect the name of the guest staying on R-Ranch property. A Bill of Sale will not negate or satisfy this requirement.

ARTICLE IX WEAPONS

Section 9.1 HUNTING/FIREARMS

No hunting or discharging of firearms (including rim fire, center fire, CO2 pellet guns, and air rifles) is allowed on R-Ranch. Paintball guns may be used in specified R-Ranch approved areas.

R-Ranch in the Mountains® Policy & Guidelines

The R-Ranch is a wildlife preserve. Any obnoxious or dangerous animals will be removed by Ranch personnel only.

Section 9.2 FIREARM SECURITY.

All firearms brought onto the R-Ranch must remain secure in the Owner's vehicle, RV, or cabin at all times except while being carried to or from a legal hunting site in the surrounding National Forest. All firearms must be equipped with trigger locks and must remain unloaded while on Ranch property.

Section 9.3 ARCHERY USE.

Use of archery equipment is allowed only on the archery range.

ARTICLE X PETS

Section 10.1 PETS ON THE R-RANCH

Household pets are allowed on the R-Ranch but must be physically restrained or on a leash no longer than ten (10) feet in length at all times.

Section 10.2 PET ACCOMMODATIONS.

At the time a reservation is made, the intent to bring a pet to the R-Ranch must be made known to the reservation staff. If the reservation is for a cabin, a pet fee at the prevailing rate must be paid at the time of arrival. Occupants bringing pets will be housed in pet-designated cabins only. All other cabins are off limits to pets.

Section 10.3 PET AREA LIMITATIONS.

Pets are not allowed in the lodge/pool area, the activities center, sports complex, stable area, horse trails, or bathhouse buildings. Pets tied to trees, fences, or buildings in authorized pet areas may not be left unattended.

Section 10.4 PET REMOVAL FROM RANCH.

Ranch management reserves the right to request that any Owner or guest remove from the R-Ranch any unruly, loud, misbehaving, or vicious pet.

Section 10.5 CLEANUP AFTER PETS.

Owners and guests are required to pick up after their pets so that everyone can enjoy the R-Ranch.

Section 10.6 DISRUPTIVE BARKING/NOISE.

Pet Owners are required to take immediate corrective action to quiet their pets from barking or making any type of disruptive noise, day or night. This rule applies to all types of pets.

ARTICLE XI VEHICLES

Section 11.1 RULES OF THE ROAD.

In order to provide consistent rules and for the safety of everyone, R-Ranch hereby adopts the applicable Georgia State traffic laws regarding the use of roadways and motor vehicles (reference Georgia State Statutes: Title 40, Motor Vehicles and Traffic, Chapter 1, General Provisions and Chapter 6, Uniform Rules of the Road).

Section 11.2 DEFINITIONS.

For the purpose of these articles, the definition of "*Motor Vehicle*" and "*Vehicles*" shall be the same as adopted by the Georgia Motor Vehicle statutes. That definition includes all motorized vehicles, recreational vehicles, trailers, boat trailers, mopeds, off-road or all-terrain vehicles, golf carts, bicycles, scooters, and motorcycles.

Section 11.3 SPEED LIMITS.

Main roads within the R-Ranch have a speed limit of 20 mph. Roads and common parking

areas within RV or cabin areas and the lodge, stable, or office parking areas have a speed limit of 10 mph. Areas around Rainbow Lake, Crystal Lake, the archery range, and its access road have speed limits of 5 mph.

Section 11.4 DRIVER REQUIREMENTS.

Except for motorized bicycles/scooters, and children's toys, all operators of motorized vehicles on Ranch property must have in their possession a valid driver's license from the state or country (International Driver's License) of their legal residence authorizing their use of that class of vehicle.

Section 11.5 ROAD USE RESTRICTIONS.

"Street legal" motorcycles, golf carts, and mopeds are restricted to roads leading to and within common use areas. They must conform to noise regulations as stipulated in the R-Ranch Covenants and in the Georgia Public Safety regulations. Three- and four-wheel all-terrain vehicles (ATVs) are not to be operated or stored on the R-Ranch.

Section 11.6 MOPEDS.

Operators of mopeds must be at least 15 years of age and have in their possession a valid driver's license, instructional permit, or limited permit. Mopeds are defined by Georgia law as motor-driven cycles equipped with two or three wheels, foot pedals to permit muscular propulsion, and an independent power source providing a maximum of two-brake horsepower. Mopeds are exempt from registration and vehicle licensing but are still governed by the same rules of the road as all other motor vehicles. All moped operators and their passengers must wear protective headgear designed and manufactured for that purpose.

Section 11.7 MOTORCYCLES.

Motorcycles and motor-driven cycles are governed by the same rules of the road as other motor vehicles. Motorcycle and motor-driven cycle operators and passengers must wear protective headgear designed and manufactured for that purpose.

Section 11.8 BICYCLES/SCOOTERS (MOTORIZED AND NON-MOTORIZED).

The bicycle/scooter is the primary vehicle by which youth under the age of 16 transport themselves. On Ranch property, that often applies to adults as well. While there are no licensing or age requirements for bicycle/scooter operators, they are subject to the same rules of the road as motor vehicles. Youthful bicycle/scooter operators must be of an age that they can understand and obey the rules listed herein; otherwise, they must be under the direct supervision of a responsible adult. In addition to the normal rules of the road, the following rules will apply to bicycles/scooters ridden on Ranch property:

- a) No more than two bicycles/scooters may ride side by side.
- b) Never hang onto moving vehicles by any method.
- c) Never carry a passenger unless an attached seat is available.
- d) Keep at least one hand on the handlebars.
- e) Bicycles/scooters in use at night must have a headlight to be seen from at least 300 feet ahead and a red rear reflector to be seen from 300 feet to the rear.
- f) No person shall transport a child under the age of one (1) year as a passenger on a bicycle unless they are in an infant sling or seated in a bicycle trailer and wearing a helmet.
- g) No child between the ages of one and four years shall ride as a passenger on a bicycle unless they are securely seated in a child passenger seat and wearing a helmet.
- h) No person under the age of 16 shall operate or be a passenger on a bicycle or

scooter unless they are wearing a helmet designed and manufactured for that purpose.

Section 11.9 GOLF AND/OR OTHER MOTORIZED VEHICLES

There are no registrations or licensing requirements in Georgia law concerning these vehicles while being operated on private property. R-Ranch is private property. Owners of golf carts should adhere to the personal golf cart manufacturer's **CAUTION, WARNING, RECOMMENDATIONS AND SAFETY RESTRICTIONS. R-Ranch requires golf carts BE OPERATED ONLY BY PERSONS 15 YEARS OF AGE OR OLDER WITH A VALID LEARNER'S/INSTRUCTIONAL PERMIT OR VALID DRIVER'S LICENSE, AND IN ACCORDANCE WITH APPLICABLE STATE REQUIREMENTS.** This restriction is important for the **SAFE USE AND OPERATION** of the golf cart.

Learner's/Instructional Permit or Driver's License must be present while operating a golf cart. **ADULTS/PARENTS 18 years of age or older are required to be in the cart or to visibly supervise the youthful operator from a distance.**

Disabled persons operating other motorized vehicles designed or built for one person as an aid for the disabled are exempt from this requirement; these vehicles may be driven on Ranch property if it is the only means of transportation available to the Owner or guest. Owners must follow cart rules designed for R-Ranch use and must be driven in a safe fashion following posted speed limits and only on approved Ranch roads. **Any violation of this restriction may result in a monetary penalty including the removal of the cart from the R-Ranch. R-Ranch Golf Cart Regulations form must be reviewed, completed and signed by the R-Ranch Owner annually and proof of current liability insurance must be available prior to operating a cart on R-Ranch property. All golf carts and other motorized recreational vehicles are required to PASS a visual inspection annually by R-Ranch Staff. Carts must be inspected upon first arrival to R-Ranch and from January to April each year thereafter.**

A decal will be issued to the Owner each year when the cart passes the inspection by R-Ranch Staff and that decal must be posted on the front windshield of the cart while on R-Ranch property.

- a) Carts must be 1994 or newer, electric or 4 cycle gas engines with original muffler operational.
- b) Carts will be marked with Ownership number front or back.
- c) Carts must have factory body and seating.
- d) Carts left covered must have a factory style cover. No tarps of any kind are allowed.
- e) Carts must be maintained in good condition.

- f) Carts shall have 2 headlights and 2 taillights that must be used after dusk.
- g) All passengers must be seated while cart is in motion and number of passengers may not exceed the manufacturer's recommended number of passengers.
- h) Other motorized vehicles (no matter the manufacturer) with similar specifications and features as golf carts may be allowed on the main R-Ranch roads. No cart with a four-wheel drive or diesel engine will be allowed. The Executive Director and/or Board of Directors will exercise discretion concerning these vehicles, have final approval allowing them and the authority to remove same if necessary.
- i) Personal golf carts can **ONLY** be used to transport R-Ranch Owners, their families and personal guests. No Owner is allowed to use their personal golf cart to shuttle individuals from any location on R-Ranch property to or from **ANY** event held on R-Ranch property.

Section 11.10 GO CARTS.

Go carts are defined as being one or two passenger vehicles having an open frame with the main frame less than 10 inches off the ground, wheels less than 10 inches in diameter, and usually powered by horizontal shaft lawn mower-type engines (some by motorcycle engines) and may not be driven on the R-Ranch.

Section 11.11 OFF-ROAD VEHICLES.

No motorized vehicles will be allowed to operate off the roads on Ranch property. Motorized vehicular use of roads cut for logging operations or horse trails is not allowed. Disabled persons having to use vehicles designed or built for one person as an aid for the disabled are exempt from this section. Ranch vehicles used to service Ranch property are exempt. In an emergency situation, the Operation's Manager or Executive Director may waive this section for designated vehicles, but only for the duration of the emergency.

Section 11.12 INSURANCE.

All motor vehicles (with the exception of trailers licensed for or required to be licensed for highway use) must carry not less than the minimum insurance limits required by Georgia law when being operated on R-Ranch property. All Owners of these vehicles must be able to provide evidence of insurance according to state law or must have met the requirements of the financial responsibility laws of Georgia.

Section 11.13 VEHICLE SERVICING AND/OR REPAIRING.

R-Ranch does not have appropriate facilities or areas in which to repair trailers or motor vehicles. Routine maintenance as required in Owner manuals or minor repairs (i.e.: changing flats, touchup painting or minor parts replacement) is acceptable. However, the disassembly, overhaul or repair of major components will not be allowed. The R-Ranch does not have the facilities to dispose of waste petroleum products. The changing of vehicle motor oil, transmission oil, brake fluid, power steering fluid, radiator fluid or any other petroleum-based product is not allowed anywhere on Ranch property. Emergency repairs may be accomplished with the authorization of the Operations Manager or Executive Director.

Section 11.14 VEHICLE / UTILITY TRAILER PARKING.

All vehicles of Owners or guests which do not fit on a reserved or adopted site/cabin must be parked in designated overflow parking sites or common parking areas. No vehicle may be stored in these areas while the Owner is not on property. Only one utility trailer may be on an adopted/reserved trailer parking on the RV storage road. All utility trailers must have Owner numbers on them and may only be on the Ranch while the Owner is on property. The parking of vehicles off-road, on the grass, in other vacant sites, or in cabin areas is not allowed.

Section 11.15 RV STORAGE AREA.

The RV Storage area is reserved for RVs of Owners in Good Standing. Owners may store no more than one RV in the RV storage area at any one time and may not store an RV in the storage area if such RV Owner has another RV located on the R-Ranch. Prior to putting an RV in storage, the Owner must complete and sign an RV Storage Use Agreement, which is valid until any information on the form needs to be changed. Your Owner number must be displayed on your RV in accordance with P&G 11.16. Owners of an RV in storage without a current storage agreement or failing to fill out their log sheet, will be required to pay prevailing rate fine as outlined in the R-Ranch Fines & Fees Schedule. If an Owner has an RV in storage without a current signed storage agreement for more than 3 months, such RV may be towed away or disposed of as abandoned property at the Owner's expense. Each Owner will be responsible for moving their

RV in and out of storage and for parking it in a properly designated appropriate place.

R-Ranch staff will move an RV:

- Monday-Friday only
- Owner shall fill out the RV Move Request Form at office or email the form to the front office. Request will be made no later than 48 hours prior to intended move.
- Cost of move shall be based upon the options chosen on the move request form.

While your RV is in storage it must be locked and secured by the Owner at all times. All personal property or related equipment left within or on a RV is the responsibility of the Owner. Your stored RV must have the tires inflated and be able to be moved. It is the Owner's responsibility to ensure your RV exterior is maintained including cleaned while in storage.

Golf Carts may be stored directly behind your RV or in the designated golf cart parking area.

RV's must meet Article IV RV Area Section 4.1 RV Restrictions

Section 11.16 RV IDENTIFICATION.

All Owner RVs on Ranch property must have their Owner ID number prominently displayed and visible from the road. The ID numbers may be obtained at the R-Ranch office for a reasonable fee.

Section 11.17 DISPOSAL OF ABANDONED VEHICLES.

As defined by Georgia State law, an "*abandoned vehicle*" is described as a motor vehicle or trailer which has been left unattended on private property for a period of not less than 30 days without anyone having made claim thereto. If any vehicle is left on site or in storage for six months without renewal of the storage agreement or site reservation (and after all legally required attempts have been made to contact the Owner to remove the vehicle, or if the Owner does not respond to the request), the Executive Director may declare it abandoned and have the appropriate state-authorized towing service remove the vehicle for disposal. Any Owner attempting to recover the vehicle will be liable for all storage fees, towing fees, and any penalties or fees due to the State, the R-Ranch, and/or the towing service.

Section 11.18 USE OF BOATS.

Boating is only allowed on Rainbow Lake and Crystal Lake. Boats may be powered only by paddle, oars or electric trolling motors. Because of the noise and pollution problems involved, gas or internal combustion motors, inboard, outboard or any other type of motor in this class will not be allowed. Boats will not carry more passengers than the manufacturer's recommended number. All boat passengers must wear the recommended personal flotation device for their size and weight. All boats, which are left at either lake, must have an Owner number affixed to hull and should be secured in an area as determined by the Executive Director. R-Ranch is not responsible for boats.

Section 11.19 RV/TRAILER REMOVAL FROM SITES.

RVs/trailers (vehicles) left on site without reservation, site adoption or board member reservation may be removed to the RV storage area by Ranch staff and the Owner will be charged at the prevailing rate. The R-Ranch staff will make reasonable attempts to contact the Owner after the reservation expires or is cancelled. The Owners will be notified by phone and/or by mail to the Owner's last known address or phone number to request removal of the vehicle. If the Owner cannot be contacted, or if the Owner does not respond to the request and it becomes necessary for R-Ranch staff to move the vehicle to the RV storage area, then the R-Ranch assumes no responsibility for damages that may occur to the vehicle, contents or related equipment during

the moving process. Once the vehicle is moved to the storage area, the Owner is responsible for completing the RV Storage Use Agreement (2001-H). Otherwise, the vehicle becomes subject to the abandoned vehicle rules.

Section 11.20 MOTORIZED CHILDREN’S TOYS.

These are usually very small DC battery powered vehicles designed for preschool and kindergarten aged children. Operation of these vehicles is limited to designated playground areas or off-road areas around the parents’ or guardians’ cabin or trailer. Use of these vehicles must be under strict adult supervision at all times.

Section 11.21 REGISTRATION OF VEHICLES.

The Declaration of Covenants and the Bylaws of R-Ranch do not allow any Owner to establish their legal residence on R-Ranch property. Georgia state law requires that personal property taxes (ad valorem taxes) and registration fees on all motorized vehicles and trailers are payable to the tax commissioner in the county in which the Owner maintains a permanent legal residence. No Owner may use the R-Ranch for the registration of their vehicles since it is not their legal residence.

Section 11.22 PASSENGERS IN PICKUP TRUCKS.

Passengers being transported in the bed of pickup trucks or SUVs must be seated on the bed of the vehicle with the tailgate closed. No sitting on sides, toolboxes, wheel wells, or tailgates.

Section 11.23 NOISE REDUCTION MUFFLERS.

All motorized vehicles and/or generators must have noise reduction mufflers. The noise level must be at a level that does not disturb the next site or cabin occupants or other areas of R-Ranch. The Executive Director or Operation’s Manager will determine what levels are inappropriate.

Section 11.24 DRONE USAGE

The use of drones requires written approval by the Executive Director. Drones may be operated in designated areas and are subject to rules approved by the board of directors and FAA regulations.

Section 11.25 ENFORCEMENT.

Any staff or board member may issue a cease-and-desist order, either written or verbal, to any person(s) violating these Articles. Any Owner with a concern should file a report in the office to be handled by the Owners’ Concerns Committee.

**ARTICLE XII
GROUPS**

Section 12.1 GROUP DEFINITION

A Group is defined as the following:

- Five or more owners, or non-owners with a reservation for an event.

Section 12.2 PRIOR APPROVAL.

All Owner and non-Owner groups must have prior approval from the Executive Director before using R-Ranch facilities.

Section 12.3 GROUP REGISTRATION.

All groups must register with the office at the time of arrival.

Section 12.4 Group Day Use

Groups utilizing R-Ranch amenities for the day will be charged at the prevailing rate set forth by the Board of Directors.

Section 12.5 GROUP RESERVATIONS

A Group/Event for Owners/non-Owners can reserve the following accommodations up to one year in advance:

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- **6 reservations** for any of the **combinations** below:
 - Rainbow Cabins: up to 6, limit to one Duplex (both sides), 2 cottages, 2 Singles (duplex counts as 2 reservations)
 - Chapel Hill Cabin: up to 6
 - RV: Maximum 2
- **5 days** prior to the event, the group can call Reservations to check if there is any availability in Rainbow, Chapel Hill, or RV and reserve additional spaces. Limitations may be implemented at the discretion of the Executive Director.
- **Any exceptions for larger groups will be at the discretion of the Executive Director and Board of Directors.**

NOTE: Group/event may not make reservations for Holidays and/or R-Ranch event weekends.

Payment of Group Reservation:

- Owner event: 50% deposit at time of reservation, balance due 30 days prior to the event
- Non-Owner: 100% payment at time of reservation
- If cancellation is within 60 days of event, 100% refund. Cancellation 31-59 days of event 50% refund, cancellation 30 days or less, no refund (Owners or non-Owners)
- The individual(s), including Owners, booking any event are responsible for the conduct and behavior of their guests.
- All parties are to return cabin keys to the R-Ranch office at departure. Do not leave keys in the cabin during or after stay.

ARTICLE XIII CHILDREN'S RIGHTS

Section 13.1 CHILDREN'S RIGHTS.

Children's Rights are available to Owners' adult children ages 26-35 years of age. "Any child or grandchild of an Owner, unmarried and less than 26 years of age may use the R-Ranch without purchasing Children's Rights." Any adult child 26-35 years of age must purchase Children's Rights in order to use the R-Ranch when the Owner is not present. A fee as prescribed by the Board of Directors will be charged which will allow the child use of the R-Ranch for a period of twelve (12) months, from the date of purchase. The Children's Rights holder will be responsible for obeying all rules and regulations as set forth by the R-Ranch Owner's Association including a background check. Children's Rights holders will have no vote and are not eligible for any adoption programs. Should a special assessment be ordered, the Children's Rights holder will also be charged the assessment amount as the Owner. Children's Rights may be exercised for three consecutive years per adult child.

If the Children's Rights holder turns 35 years of age during the contract period, the child will be allowed to complete the year of duration.

For Example:

If the Owner's child is 34 years of age prior to purchase of Children's Rights he/she is eligible for 1 (one) year at the rate of 1/3 prevailing assessment and the purchase price is non-refundable; however, should you purchase an Ownership during your first year, 25% will be deducted from the price of a new sale.

- If the Owner's child is 33 years of age prior to the purchase of the Children's Rights he/she

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is eligible for 2-years at the rate of:

- 1st (first) year at 1/3 the prevailing assessment rate
- 2nd (second) year at 2/3 the prevailing assessment rate

The purchase price is non-refundable; however, should a Children's Rights Owner purchase an Ownership during his/her second year, 50% will be deducted from the purchase price of a new sale.

- If the Owner's child is 26 to 32 years of age prior to the purchase of Children's Rights he/she is eligible for 3-years at a rate of:

- 1st (first) year is 1/3 of prevailing assessment
- 2nd (second) year is 2/3 of prevailing assessment
- 3rd (third) year is equal to current yearly assessment

The purchase price is non-refundable; however, should a Children's Rights Owner purchase an Ownership during his/her third year, 75% will be deducted from the purchase price of a new sale.

ARTICLE XIV SITE AND CABIN ADOPTION PROGRAMS

Section 14.1 – General Information

All adoptions of Ranch cabins and RV sites are conducted in accordance with the R-Ranch Adoption Program, as contained in the Adoption Information packet, which is posted on the R-Ranch website and Official Facebook group, which is subject to periodic review and possible revision by the Board of Directors.

Participation in these programs is available to all Owners in good standing. Children's Rights individuals are ineligible. An adoption is held with the Owners on the first Saturday of each month. Date and time will be posted in the Office of R-Ranch and in the Newsletter posted on the internet.

Liability for personal property remaining on an adopted site during the duration of the term of the adoption agreement period will be the Adoptee's responsibility. Neither the Adoptee, nor anyone else, may establish the Adopted Property or R-Ranch as their legal residence or claim homesteading rights. The adopted property shall be used and occupied exclusively for recreational purposes. R-Ranch is not responsible under any circumstances for the Owner's personal property. R-Ranch.

All Adoptions shall terminate at the date as specified in the Adoption Document. As stated in 3.4.1, Owner must remove all belongings from the adopted site on or before the termination date.

Section 14.2- BOARD OF DIRECTOR (BOD) ADOPTED SITE

See By-Laws section 9.10

Guidelines for BOD adopted site

- Adopted site for BOD shall only be Chapel Hill Cabin or RV Sites.
- BOD RV sites may be located in all RV areas, but only 1 BOD site will be allowed in RV Sections 5 and 6, and there may not be more than 2 BOD sites in any of the other RV areas.
- Per By-Laws section 9.10, BOD adoption spot terminates at end of term on BOD. If less than one year, the adoption value will be pro-rated to April 30th.

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- BOD's are allowed to select any site / cabin, if site/cabin is currently under adoption, the BOD's may have site/cabin at end of the current adoption, as long as within the lottery ratio guidelines.
- Any BOD member who resigns or is removed from the BOD prior to the end of their term, who has an adopted site which was awarded to them as a Board member without participation in the adoption lottery, will be required to relinquish such site for the remainder of the one-year adoption term and no adoption fees paid will be refunded.
- BOD's shall not take any site which is on the May lottery.
- If newly elected BOD is already in an adoption, they may elect to stay on/in that site/cabin, for the remainder of their term on the BOD, unless in RV5 in which case they will only be able to remain on the adopted site for the initial adoption term.
 - NOTE: BOD may not be able to immediately move onto their selected site. (i.e.– site is already adopted and is not available yet)
 - All measures will be taken to accommodate BOD until site is available (i.e – site in Arena)

ARTICLE XV PROTOCOL FOR SUBMITTING CHANGES TO THE POLICIES & GUIDELINES

Section 15.1 – The Board of Directors, R-Ranch Committees, and/or individual Owners may present the Executive Director with a formal written proposed change to the Policies & Guidelines (“Ps&Gs”). The proposed change should be justified, including the following:

- a. Relevance. Does the proposed policy change help support R-Ranch policies, programs, projects, or strategies?
- b. Effectiveness.
 - i. How does the proposed change contribute to improving the Owner's amenities, quality of life, and property?
 - ii. What impact, if any, does it have on Owners?
- c. Fiscal Impact.

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- i. Does the proposed change effect Ranch budgets, fiscal policy, or 501(c)(7) status?
- ii. Is the change cost effective for the Ranch?
- iii. Can the proposed changes be sustained over time?

d. Fairness. Is the policy change fair for all Owners?

Upon receipt of a formal written proposal:

- A. The Executive Director will review the proposal and confirm all required information required is included. Depending on the topic / requested change, the Executive Director may forward the proposal to a specific Committee for initial review and comment. Said Committee will review and provide the Executive Director with any comments and/or suggested revisions.
- B. The Executive Director will submit the proposal to the Ps&Gs Committee with comments, revisions, concurrence or non-concurrence, and recommendations.
- C. The Ps&Gs Committee will review the proposal, along with the Executive Director comments, and will revise as deemed necessary and appropriate. The Ps&Gs Committee will then submit the proposed change to the Board of Directors for consideration at the monthly Board meeting.
- D. The Board of Directors will review and vote to approve, deny or modify the proposed change.
- E. If the Board requests modification to the proposed change, the Ps&Gs Committee will comprehensively research and draft appropriate language to address the requested modification by the Board and will then present the modified provision to the Board for review at the next monthly Board meeting.
- F. If the Board approves the proposed change, as may be modified at their request, the Ps&Gs change is added to the Ps&Gs Master Document and dated accordingly.
- G. The Executive Director will publish the Ps&Gs change to all owners by posting said change on the R-Ranch in the MountainsSM (Official Owners Group) Facebook page and the R-Ranch in the MountainsSM website, as well as send via email to all Owners. A copy of the change will also be posted in the front office.
- H. Pursuant to Covenants Section 10.2, the new or amended provision of the Ps&Gs will be effective 30 days following such posting.

FORMS AND AGREEMENTS

Adoption Program

Adoption Agreement

Attachment “B” – RV adoption agreement

Attachment “C” – Chapel Hill adoption agreement

Children’s Rights

Children’s Rights Application

Children’s Rights Background Consent Form

RV Storage

RV Storage Agreement

Waivers of Legal Liability and Authorization for Medical Treatment

Waivers for Adult Owners and Guests, Family Members and Groups

Stable Waiver

Golf Cart Regulations

Golf Cart Regulations/agreement

R Ranch Deedback Program

R-Ranch Deed Back Program Information

Deed Back Agreement Form

Change Index:

11/16/22 - 1.17

02/18/23 – Article XV

06/17/23 – 3.4 and Article XV combined

10/14/23 – 1.13 amended

04/09/2024 – revised front logo from trademark to service mark

07/20/2024 – revised Sections 1.4, 6.6 and 7.5 / added Article XV / added page numbers