

Surfside Property Owners' Association, Inc.  
P.O. Box 907902  
Gainesville, GA 30501  
Phone: 770-287-9247  
Email: [SurfsideHOA17@gmail.com](mailto:SurfsideHOA17@gmail.com)  
Website: [www.surfsideclubestates.com](http://www.surfsideclubestates.com)

## ROADS, WATER and LOT POLICIES ("RWL P")

v04022024kp

### Membership in the Association

Any natural person or legal entity who holds fee simple title to a lot or lots within Surfside Club Estates or who holds such lot or lots under any deed or installment contract and otherwise complies with the Surfside Property Owners' Association, Inc. Bylaws is by virtue of holding such lot or lots qualified to be a member of the Association. The holder of any lot or lots shall derive status as "member" of the Association by either connecting to the Association's water system infrastructure or by recognizing, accepting, or relying on the Association's Board of Directors as the governing body or by individually benefiting from any action by the Board of Directors (hereinafter collectively referred to as "Member"). Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to the lot and shall be transferred automatically by conveyance of that lot or transfer of title. All new members of the Association shall be provided access to this Roads, Water and Lot Policies document and shall be required to sign an Agreement which binds Association members to pay any future Association fees and/or assessments. The Agreement is incorporated herein by reference.

### Funding for Association Property

**Annual Membership Fees:** Maintenance of all roads, right of ways, streetlights, boat ramp, culverts, guard rails, water meters, street signs, and water system infrastructure (hereinafter, the "Association Property") is paid by the Association's General Fund Account and funded by annual membership fees, and any impact fees collected. Annual membership fees are billed to Association members on **January 15<sup>th</sup>** and remittance is due by **February 15<sup>th</sup>**.

**Impact Fees:** Members are required to notify the Association in writing of their intent to build a home in Surfside Club Estates. Upon this notification, an Impact Fee of \$15,000.00 will be assessed to the Member, and this fee will be collected before the start of any construction or on the date of a Member's water connection to the Association's water system infrastructure, whichever event first occurs. Impact Fees are made payable to the Association and terms are Net 30 days.

**Other Fees:** A Member's liability to the Association for damages sustained to Association Property, during any activity whatsoever, is not limited to the above-stated Impact Fee. Any Member or Member's relative, invitee, or contractor whose vehicle damages or destroys Association Property may be charged for the repair of such damages at the sole discretion of the Board of Directors.

Collectively, such fees are used to repair, maintain, or improve Association Property.

## **Right of Ways**

Right of Way (ROW) areas, being further described as the adequate and necessary area from streets edge onto any lot for the Association to perform certain maintenance of the Association's property.

There shall be no parking of any vehicles, trailers, boats, or RVs on any Surfside Club Estates road or right of way. Violators of this parking rule may be subject to towing of vehicle at their own expense. Real estate signs and any personal property which obstruct the maintenance of right of ways shall be removed or discarded.

## **Roads Policy**

### **Ownership of The Roads**

Surfside Property Owners' Association, Inc. (hereinafter the "Association") has title to all roads contained in Surfside Club Estates by a consent judgment filed in the Georgia, Hall County Clerk of Superior Court's office on January 12, 1979 at 1:00 P.M. and recorded in Book 679, pages 497-499 January 15, 1979.

### **Road Committee**

The Board of Directors (the "Board") shall appoint a Road Committee of not less than one Association member with a committee chairperson that is a Board Member to perform the following functions:

1. Perform periodic review of road conditions, signs, streetlights, right of ways, road obstructions, and report findings to Board
2. Submit written budget estimates for any proposed road projects or repairs to Board for approval
3. Submit written budget estimates for mowing and maintenance of Association right-a-ways to Board for approval
4. Manage any repairs or improvements to the Association roadways
5. Authorize any repair or expenditure under \$500.00 without Board approval

### **Emergency Fund**

Surfside Property Owners' Association, Inc. shall at all times retain a \$3,000.00 road emergency fund in the General Fund Account; a road emergency being further defined as an impassable road condition that results in an imminent danger to life or limb. In such cases, road repairs may immediately be contracted with authorization by two (2) board or committee members; the limit of such repairs being \$3,000.00 per occurrence. Upon depletion, said emergency fund will be replenished by a majority vote of Board members.

### **Construction Requirements/Restrictions**

All homes MUST be site-built homes and measure up to R1 Zoning. Driveways to all new houses must be paved from street to house with either cement or asphalt. Right of Way must be left smooth enough for mowing and allow for proper drainage. Surfside roads cannot be used to transport manufactured homes, mobile homes or previously existing homes. During or after any new building activity, adequate culverts must be installed to divert water from

flowing onto Association roads and to allow for proper lot drainage.

### **Boat Ramp**

The Association's boat ramp area exists for the exclusive use of Association members in good standing. An electronic gate system prohibits access to this area by non-members. Any area other than the boat ramp and drive loop to the ramp is U.S. Corp of Engineers' property or privately owned property. Upon Member request and a completed/submitted Boat Ramp Application, Member will be issued one (1) access card to gain access through the gate. The cost of any replacement access card is \$25.00.

### **Boat Ramp Rules and Regulations**

1. Lake Sidney Lanier is a Reservoir Lake, and the Army Core of Engineers (Corps) has very specific rules regarding its use by permit holders. The boat launch is only to be used for launching or retrieving boats, and signs at the facility entry gate emphasize this rule. The Association is responsible for making sure all members who are allowed to enter the facility are in compliance with Corps regulations.
2. To keep access to the boat ramp unobstructed, no boats or trailers should be left unattended in the drive loop at any time or overnight.
3. The Association does not own a swim dock in the boat ramp area so any recreational activities such as swimming or sunbathing are not allowed.
4. Temporary or long-term parking is not allowed at or near the electronic gate which restricts access to the boat ramp area. Furthermore, parking on Clubhouse Drive near the gate entrance may obstruct the roadway and prohibit other Members from enjoying use of the boat ramp. Violators should be reported to the Board for further action.
5. The boat ramp area must be kept clean. Members are encouraged to pick up debris or glass containers and dispose of the trash at their residence.
6. Members violating the Association's Roads, Water and Lot Policies may be subject to cancellation of their access cards and privileges.

### **Responsibilities of Association Members during construction**

1. Provide for the daily collection of trash on the property, right of way, and street area
2. No construction equipment (i.e. trailers, heavy equipment, port a potty) shall be installed on the right a way
3. Pay to the Association any damages to Association Property by any construction vehicles
4. Pay for cleaning of concrete or dump truck spills such as mud on subdivision roads, and any ruts in right-a-way areas
5. Make sure local traffic is not obstructed by construction equipment or by workers' vehicles parked at or near the construction site

## **Fees, Failure to Pay**

Association invoices of any kind past due 90 days or more may result in discontinuation of water services, if applicable, and the Member being in violation of the Association's RWLP and the Agreement. Arrangements for the payment of any outstanding Surfside Water System or Association invoices of any kind or the reconnecting of any suspended water service are the sole responsibility of Member and help with these issues may be coordinated through the Association's Treasurer/Secretary at [SurfsideHOA17@gmail.com](mailto:SurfsideHOA17@gmail.com) or (770) 287-9247. For any invoices past due 120 days or more, and where there has been no written communication from the lot owner to the Association, the Association **may** pursue enforcement by proceedings at law or in equity against the lot owner to recover any fees and all damages owed to the Association. Damages shall include, but shall not be limited to, Association fees, and any litigation costs, reasonable attorney fees, and expenses.

## **Water Policy**

### **Ownership of the Water System**

Surfside Property Owners' Association, Inc., was granted all rights, title and interest in and to the water system in Surfside Club Estates by a consent judgment filed in the Georgia, Hall County Clerk of Superior Court's Office on January 12, 1979 at 1:00 PM and recorded in Book 679 pages 497-499 on January 15, 1979.

### **Regulation of Surfside Water System Operations**

The Association's water system infrastructure (hereinafter the "Surfside Water System") is a Public Community Water System operating in compliance with the provisions of the Georgia Safe Drinking Water Act of 1977, OCGA 12-5-170 et. Seq., and the Rules, Chapter 391-3-5, adopted pursuant to the Act. Surfside Water System operates under Permit No. CG1390016 issued by The Georgia Department of Natural Resources Environmental Protection Division.

The Georgia Department of Natural Resources Environmental Protection Division (GADNR-EPD), currently located at 4244 International Parkway, Suite 114, Atlanta, GA 30354, regulates the Surfside Water System. Daily chlorine tests, monthly bacteria tests, periodic radiation tests, periodic inorganic chemical tests, and yearly volatile organic chemical tests are required by GADNR-EPD. Documented information regarding any test results and reports may be requested from the Association Treasurer/Secretary.

### **Water Committee**

The Board of Directors shall appoint a Water Committee of not less than one Association member with a committee chairperson that is a Board Member to perform the following functions:

1. Manage the Surfside Water System in accordance with all current state and local regulations
2. Review and submit, for Board approval, proposals for any capital investment or improvements
3. Review and discuss Surfside Water System Annual Budget including annual water fees and contractor agreements
4. Review any requests for a water service connection to Surfside Water System

5. Define and revise as necessary what equipment and services are required for an approved water service connection
6. Manage any Surfside Water System contractors
7. Authorize any repair or expenditure under \$500.00 without Board approval

### **Water Service Connection and Meter Installation**

Any Association Member may request a water service connection by submitting it in writing to the Association Treasurer/Secretary, not less than 30 days prior to the intended connection date. A member of the water committee will review each request for connection or reconnection and communicate any applicable fees. In the case where a Member submits a written request to the Association asking for special scheduling and/or location of meter installation, consent or approval by Surfside Water System operator shall not unreasonably be withheld. Deferment of installation date does not relieve or suspend Member's responsibility for payment of any fees and membership responsibilities.

Each approved water service connection is hereby defined as one (1) metering valve no larger than  $\frac{3}{4}$  inch, supplying a single residence identified by that certain Surfside Club Estates - Section and Lot Number. All installation and maintenance to the Surfside Water System shall be performed by authorized representative(s) or the designated operator of Surfside Property Owners' Association, Inc. All water lines and valves up to and including the meter and valve box are Association Property. Any water lines or cutoffs from the meter box to the Member's property are the responsibility of Member.

The Association is not liable for any issues relative to mineral content, equipment malfunction, water pressure beyond service connections, lines and equipment installed on or within private property defined as output connection at individual water meters.

### **Fees & Billing**

The following fees will apply to all Members connected to the Surfside Water System. Such fees are subject to change with a majority vote by the Board of Directors.

#### **Water Fees**

Annual Water Fee: **\$400.00 per year**. Included in this fee is an allowance for water consumption of up to 5,000 gallons per month. This fee will be pro-rated for the first year based on the starting month of connection. Annual water fees will be billed by **January 15<sup>th</sup>** of each year and payable by **February 15<sup>th</sup>**.

Monthly Consumption Fee: \$8.00 per 1,000 gallons used above the 5,000-gallon Tier 1 limit up to 12,000 gallons. See Table 1 below for monthly billing amounts, billed monthly with payment due net 30 days.

Monthly Excess Consumption Fee: \$25.00 per 1,000 gallons used above the 12,000 gallons Tier 2 limit. Billed monthly with payment due in 30 days.

Late Payment Fee: **\$25.00**

Applicable for any unpaid or partial paid bills 30 days past due.

Reconnect Fee: **\$75.00**

Fee charged to Member for suspension and reconnection of water service to Surfside Water System.

**Tampering or Vandalism Fine - Minimum \$500.00**

Fine charged to a Member for unauthorized tampering or destructive vandalism to any component of Surfside Water System. Furthermore, Member may be subject to costs of collection, court costs, and reasonable attorney's fees relative to any necessary litigation services. In the case of tampering with a water service connection, an additional charge of \$1.00-gallon used, whether actual or best estimate, shall be charged to any individual enabling the free flow of water through an unauthorized service connection or any loss of water through vandalism.

**Table**

**Water Usage and Billing for Normal Consumption:**

Zero – 5,000 gallons: Included in \$400.00 Annual fee – no additional charge.

|                          |         |
|--------------------------|---------|
| 5,000 – 6,000 gallons:   | \$8.00  |
| 6,000 – 7,000 gallons:   | \$16.00 |
| 7,000 – 8,000 gallons:   | \$24.00 |
| 8,000 – 9,000 gallons:   | \$32.00 |
| 9,000 – 10,000 gallons:  | \$40.00 |
| 10,000 – 11,000 gallons: | \$48.00 |
| 11,000 – 12,000 gallons: | \$56.00 |
| 12,000 – 13,000 gallons: | \$81.00 |

All incremental 1000 gallons will be billed based on the previous tier + \$25.00 (14,000 gallons = \$106, 15,000 gallons = \$131, and so on)

A Member has the right to dispute their water bill by notifying the Treasurer/Secretary of a dispute and then appearing at the next scheduled Board Meeting. No action to cut off water services or apply late fees will occur prior to the dispute being heard by the Board shall one have been requested. Any excessive water consumption resulting from Surfside Water System infrastructure damage through no fault or negligence by a Member will be adjusted by the Board of Directors. Member shall appear at the Board meeting and show board members justification for adjustment. On a case-by-case basis the Board may adjust or forgive Member water fees based on a majority vote.

All Surfside Water System payments shall be paid electronically via email or mailed to Surfside Property Owners' Association, Inc., Post Office Box 907902, Gainesville, GA 30501, unless otherwise notified. Personal checks returned or marked unpaid by any financial institution, for any reason whatsoever, will require a member's subsequent payments to be made electronically or by Money Order. Any Member whose check is returned or marked unpaid will be accessed a **\$35, Bad Check Fee**. Cash payments are not accepted by Surfside Property Owners' Association, Inc.

**Failure to pay:** Association invoices of any kind past due 90 days or more may result in discontinuation of water services, and the Member being in violation of the Association's Road, Water and Lot Policies and the Agreement. Arrangements for the payment of any outstanding Surfside Water System or Association invoices or the reconnecting any suspended water service are the sole responsibility of Member and help with these issues may be coordinated through the Association Treasurer/Secretary at [SurfsideHOA17@gmail.com](mailto:SurfsideHOA17@gmail.com) or (770) 287-

9247. For any invoices past due 120 days or more, and where there has been no written communication from the lot owner to the Association Treasurer/Secretary, the Association may pursue enforcement by proceedings at law or in equity against the lot owner to recover any fees and all damages owed to the Association. Damages shall include, but shall not be limited to, Association fees and any litigation costs, reasonable attorney fees, and expenses.

To remain a Member in good standing, **ALL** current Association fees must be paid within 30 days, and lot owners must comply with Surfside Roads, Water and Lot Policies. Members have no rights to transfer or assign responsibility for the payment of Association fees.

### **Member Responsibilities**

Members can notify **Water System Rep** directly at **(678) 617-2898** with water issues or concerns. All other correspondences should be directed to Surfside Club Estates POA's office by email at [SurfsideHOA17@gmail.com](mailto:SurfsideHOA17@gmail.com) or (770) 287-9247 regarding:

- (a) water issues such as broken lines, valves, standing water or any other conditions that may result in excessive water loss
- (b) changes in a Member's status, such as mailing address or property ownership, etc.
- (c) non-emergency questions or issues (leave a detailed message)

All written communications to the Association Treasurer/Secretary should be mailed to:  
Surfside Property Owners' Association, Inc.  
Post Office Box 907902  
Gainesville, GA 30501

Surfside Club Estates Property Owners' Association (POA):  
Email: [SurfsideHOA17@gmail.com](mailto:SurfsideHOA17@gmail.com)  
Website: [www.surfsideclubestates.com](http://www.surfsideclubestates.com)

### **Lot Policy**

Maintenance of all roads, right of ways, streetlights, boat ramp, culverts, guard rails, water meters, street signs, and water system infrastructure (hereinafter, the "Association Property") is paid by the Association's General Fund Account and funded by annual membership fees.

**Lot Fees:** A charge of \$150.00 per lot is included in the annual membership fee which is invoiced on January 15th to Association members. All owners of vacant lots (whether with or without a water connection) are responsible to pay this annual lot fee to the Association, and remittance is due by February 15<sup>th</sup>.

**Failure to pay:** Association invoices of any kind past due 90 days or more may result in discontinuation of water services, and the Member being in violation of the Association's RWLP and the Agreement. Arrangements for the payment of any outstanding Surfside Water System or Association invoices or the reconnecting any suspended water service are the sole responsibility of Member and help with these issues may be coordinated through the Association Treasurer/Secretary. For any invoices past due 120 days or more, and where there has been no written communication from the lot owner to the Association Treasurer/Secretary, the Association may pursue enforcement by proceedings at law or in equity against the lot owner to recover any fees and all damages owed to the Association. Damages shall include,

but shall not be limited to, Association fees and any litigation costs, reasonable attorney fees, and expenses.

**Lot Usage and Policy:**

Land lots shall be used for single family residential purposes only as set forth by any local, county or state ordinances.

The pursuit of hobbies or other activities including specifically, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt condition, shall not be visible from any Surfside Club Estates roadways.

Signs displayed on any lot offering the property for sale or otherwise shall be professionally lettered and neatly installed.

Lots shall be kept and maintained completely free of any junk, trash and garbage. Each lot and any improvements constructed thereon shall be maintained by the Member in an attractive condition, and grass and rank weeds must be mowed on a regular basis. Other lot or home maintenance may include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, and maintaining trees, shrubs, and the area adjacent to any water meter.

Lot owners shall keep their pets in accordance with all applicable laws and ordinances, including licensing the pet, keeping current all applicable shots, and leashing the pet when outdoors.

Right-a-way areas and any culverts shall be kept free of dirt, leaves, fallen limbs, and debris.

**Surface water shall be immediately reported to Greg Wulz (Water System Rep) at (678) 617-2898 and/or the Association Treasurer/Secretary to assist if Greg can not be reached.**

Adopted 11/16/92

Revised v04/02/24 and replaces all previously dated policies



**SURFSIDE PROPERTY OWNERS ASSOCIATION, INC.**  
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Gainesville, GA 30501  
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Email: [SurfsideHOA17@gmail.com](mailto:SurfsideHOA17@gmail.com)  
Text or Call/Message: 770-287-9247

**Road & Water & Lot Policies (RWLP)  
Acknowledgement and Agreement**

Surfside Property Owners Association, Inc. is responsible for managing Surfside Estates' roads and water system on behalf of property owners who own a lot within this neighborhood. To assist with maintaining the highest possible property values, road quality, and water system delivery, the board of directors has prepared a Road & Water & Lot Policy document.

I acknowledge I have received and read a copy of the Association's Roads, Water & Lot Policies document. By signing below, I state my agreement to abide by the rules, policies, fee schedules, and payment terms outlined in the Roads, Water & Lot Policies document.

**PLEASE PRINT LEGIBLY**

If a member owns more than one lot in Surfside Estates, multiple acknowledgements are NOT required; however, please list your addresses with lots sections & numbers on the same form.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot Section: \_\_\_\_\_ & Lot #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature Witness: \_\_\_\_\_ Date \_\_\_\_\_

Notary Signature and Seal: \_\_\_\_\_ Date \_\_\_\_\_

**SURFSIDE PROPERTY OWNERS ASSOCIATION, INC.**  
P.O. Box 907902  
Gainesville, GA 30501

**COMPLETE THIS FORM AND RETURN WITHIN 30 DAYS FROM RECEIPT**

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