

Orchards of Habersham Grove

Rules and Regulations

Revised & Updated October 2024

“Part of your Green Book”

Please read and keep for future reference.
Includes the latest revisions adopted by the Board
since takeover from the Orchards Group

RULES AND REGULATIONS
OF
THE ORCHARDS OF HABERSHAM GROVE CONDOMINIUM ASSOCIATION

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RULES AND REGULATIONS
OF
THE ORCHARDS OF HABERSHAM GROVE CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations have been adopted by the Board of Directors of The Orchards of Habersham Grove Condominium Association, Inc. pursuant to Section 9 of the Declaration of Condominium of The Orchards of Habersham Grove Condominium recorded or to be recorded in Forsyth County, Georgia Records (hereinafter referred to as the "Declaration").

- I. GENERAL POLICY. These Rules and Regulations are established pursuant to the Declaration in order to promote enjoyment of the condominium by the residents and to promote the value of homes in the condominium. The quality of the condominium lifestyle depends on group effort and cooperation. Courtesy and an awareness of the sensibilities of others are of paramount importance.

As residents you are expected to exercise appropriate restraint, moderation, tolerance and consideration in your conduct and living habits since they may affect your neighbors. Likewise, you should expect reciprocal consideration from your neighbors. Therefore, please observe the well-known Golden Rule; that is, be as considerate of your neighbors as you would like them to be considerate of you.

The Declaration of Condominium for The Orchards of Habersham Grove Condominium and the Bylaws for The Orchards of Habersham Grove Condominium Association, Inc. contain restrictions relating to the ownership of Units and occupancy by residents at The Orchards of Habersham Grove Condominium. The following Rules and Regulations serve to supplement those restrictions and are not intended to modify or limit them. It is suggested that you keep the Declaration, Bylaws, these Rules and Regulations as well as other communications from the Association in a convenient location for future reference. For purposes of these Rules and Regulations, any capitalized terms defined herein shall have the meaning ascribed to such terms in the Declaration.

- II. ENFORCEMENT. If any violation has not been remedied ten (10) days after written notice to the Owner requesting that a violation cease and desist, the Association may suspend temporarily the use of the Common Elements, including the recreational facilities, and/or levy a fine of up to fifty dollars (\$50.00) per day for a continuing violation or \$50.00 per violation for any one (1) violation. However, without any additional notice, any vehicles found to be in violation of Section IX of these Rules and Regulations shall be subject to immediate removal from the property at the owner's expense. Additional legal action may be brought against the violator at the discretion of the Association.

ENFORCEMENT OF THE RULES AND REGULATIONS IS UNDER THE DIRECT SUPERVISION OF THE ORCHARDS OF HABERSHAM GROVE CONDOMINIUM MANAGEMENT IN ACCORDANCE WITH POLICIES ADOPTED BY THE BOARD OF DIRECTORS AND WITH THE CONDOMINIUM DOCUMENTS.

III. GROUNDS CARE AND AESTHETICS.

A. Alteration of Grounds, Structures and Landscaping.

1. Improvements and alterations of any nature are governed by Section 13 of the Declaration. Any addition modification or alteration to the face of the buildings, inclusive of patio and veranda areas, which requires attachments of any kind, shall be submitted in writing on the approved Request for Modification Form, found on the Website <https://habershamgrove.com> and in the clubhouse, to the Association Property Manager for recording, and then submitted to the ACC for approval consideration prior to installation. Residents wishing to make any type of addition, modification or alteration to the face of the building, inclusive of any patio or veranda area, or any other exterior alteration, addition, fence, wall, patio or deck must submit a

detailed written request using the approved Request for Modification form to the Property Manager for recording and submission to the ACC, and are prohibited from making any such addition, modification or alteration without the written approval of the ACC. The Association may, upon notice to the Owner, remove unauthorized additions, modifications, or alterations at the Owner's expense. Nothing may be hung or displayed, nor may signs, canopies, shutters or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the ACC.

2. Storm doors may be added at the resident's expense using only the pre-approved design and color. Specific information about approved storm doors may be obtained from the management office or Board.
 3. Tampering with, disconnecting, or changing the illumination of the Night Visibility Lights is a violation of the Rules and Regulations and is strictly prohibited.
- B. Damage to Limited Common Elements and/or Common Elements. Any damage to the Limited Common Elements and/or the Common Elements, including but not limited to, patios, verandas, building interiors, doors, sidewalks, curbs, shrubs, and grass, caused by Owners, residents or others hired by Owners or residents are the sole responsibility of the Owner. To ensure that proper installation procedures are followed, residents should employ only licensed contractors and must coordinate with the management office when scheduling any electrical or plumbing work that could impact the Limited Common Elements and/or Common Elements.
- C. Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothing are strictly prohibited. This includes patio and veranda areas.
- D. Windows. All windows in Units must have window treatments, except for palladium, sunburst, transom, or storage attic windows. All window treatments, draperies, blinds, shades, drapery lining, valances, etc. visible from the exterior of the Unit, or any window or door, shall be white, off-white, light beige or light grey on the exterior facing side and shall be of suitable size and dimension, in height and width, to fully cover such window or door with the exception of Units owned by the Declarant, all Units, including vacant Units, shall have window treatments on all windows. Residents cannot use paper or accordion pleated window coverings. If they already exist, they must be kept in good repair and appearance. When they are replaced, the only materials that can be used are vinyl, wood or metal.
- E. Patios and Verandas. Residents shall maintain patios and verandas in a clean, neat, and orderly condition and appearance. Towels, bathing suits, car covers, blankets, rugs or other such items shall not be draped over the patio or veranda railing or left on or in any portion of the Common Elements. Mops, brooms, buckets, or other such cleaning items shall not be stored on patios or verandas.
- F. Decorative Items. Minimum guidelines for decorative items are established, display of any of the following is not allowed:
- Window stickers
 - Ornamental rock and stones
 - Stepping stones
 - Bird feeders (or bird feed on the ground)
 - Bird baths (tree-hanging or freestanding)

Hanging baskets
Garden hose hangers
Mounted hose reels
Ground/landscape lights
Wall plaques
Wind socks / decorative flags.
Items attached to the exterior of a Unit, fences, windows, in the yard area
Items on window ledges that are visible from the street
Statue
Statuette
Yard or lawn ornaments
Yard signs
Artificial Plants which includes: flowers, trees, shrubs, etc.
Swing sets
Basketball goals
Laundry pole/clothesline

- G. Holiday Decorations. Christmas lights and decorations are permitted to be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage Limited Common Elements, building, gutters, or siding. They may not be displayed before Thanksgiving Day and must be removed by no later than January 15th of the following year. Other holiday decorations are permitted under the same guidelines and may not be displayed more than one week before or one week after the respective holiday.
- H. The American Flag. With prior approval of the Board, the American Flag may be flown or displayed at any time following normal flag protocol. The Board shall have sole authority to approve the size and placement of the American Flag.
- I. Landscaping. Provisions have been made for owners, at their expense, to have limited input into “in- ground” landscaping plans adjacent to the owner’s condominium.

For the purpose of this article, “the grounds” refers to any Common or Limited Common area as defined in our condominium legal documents.

Before any modification to the grounds is permitted, a “Landscape Modification Request” form must be submitted by the OWNER. The Landscape Committee will review the request within 30 days. Written approval must be received from the Landscape Committee before work can begin. In-ground planting of fruits, vegetables, or herbs is not permitted. Planting of invasive or creeping/spreading plants is not permitted. Yard statues, trellises, wrought iron, landscape lighting, or “yard art” of any kind is not permitted.

In-ground irrigation must be operational in the area to be planted. The owner will be responsible for costs to modify the irrigation system, if needed. Owner will be responsible for supplemental hand watering until plants are established.

Planting will be done by the community landscape contractor at the owner’s expense. Maintenance (except insect and disease control) will be done by the contractor under the community’s routine landscape maintenance agreement.

Up to four pots or planters of a solid color (no multicolored or mosaic) may be placed between the sidewalk and the building, unless an exception is made by the Landscape Committee. These pots or planters can be no more than 22 inches high and the trough type cannot exceed 24 inches in length. Damaged or empty containers are to be removed.

A reasonable number of pots or planters of a solid color (no multicolored or mosaic) and of a size reasonable to the area are also allowed on porches and/or patios. These containers and plants are to be maintained and kept in good condition by the resident. Damaged containers and dead plants are to be removed. For more information, refer to the Declaration, Section 14.E., and to Rules and regulations, Section III. E. and F.

No landscaping on the grounds may be planted, transplanted, or removed without prior written approval of the Landscape Committee. Landscape Modification Request forms are located on the Website <https://habershamgrove.com> or in the clubhouse. If the Owner is not satisfied with the decision of the Landscape Committee, the Owner may appeal to the Board of Directors.

Our Landscape Committee will be guided by Forsyth County Extension Service to determine if plants are classified as invasive or aggressive. Such plants are not acceptable for our community.

This plan is conditional. Unless it is successfully implemented, it may be discontinued at any time by a vote of the COA Board of Directors.

- J. Littering. Trash, litter and cigarette butts shall not be discarded on the walkways, parking areas or off of patios or verandas onto the Common Elements.
- K. Storage. All personal property, except such items specifically allowed in the Declaration to be stored elsewhere, are to be stored within the garage.
- L. Bulletin Boards. Bulletin boards may be placed upon the Common Elements by the Association, primarily to provide residents with general Association information. Residents may use the bulletin board to post personal information (moving sales, etc.). However, personal use of the bulletin board should be limited and courteous. Personal notices should not be placed over or otherwise obstruct other notices on the bulletin board. Personal notices should be posted for a short duration, should be dated and signed, should be limited in size to 8-1/2" x 11" and should be removed promptly after an event. Personal notices may not be posted on anything other than the bulletin board inside the Clubhouse. The bulletin boards may not be used to promote or advertise commercial activities or services.
- M. Satellite Dishes. Please see The Orchards of Habersham Grove Condominium Satellite Dish Rules and Regulations which are attached hereto as Exhibit "A" and incorporated herein by this reference.

IV. SAFETY, SANITATION AND RESIDENTS.

- A. Children's Play. Children on bicycles must wear protective helmets as required by the laws of the State of Georgia.
- B. Common Elements. Residents shall not obstruct the Common Elements, including but not limited to, the sidewalks or lawn areas with equipment, furnishings, bicycles, toys, wood, grills, boxes or other objects and shall use these areas for the purpose of free access and usage intended by design.
- C. Grills. Grills may be used only in accordance with federal, state and local ordinances, including, but not limited to, fire protection and prevention codes as established and/or enforced by the State of Georgia, Forsyth County, Georgia or other appropriate governmental jurisdiction. No cooking on grills is permitted on any part of the Common

Elements unless such grills have been placed upon the Common Elements by the Association. Use of gas grills provided by the Association must be operated by adult residents only and must be cleaned up immediately after use.

D. Firearms and Fireworks. The use of firearms and fireworks upon the Common Elements is strictly prohibited.

E. Trash. Trash collection regulations require the trash containers not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids are permitted for trash disposal. Any trash placed in the trash container should first be bagged. The recycle container may be open.

Unless back door pickup is available, all trash for collection must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers.

F. Speed Limit. The speed limit throughout the Condominium is fourteen miles per hour (14 m.p.h.). Drivers must come to a complete stop at all posted stop signs. Drivers should yield to pedestrians.

G. Roommates. All roommates or guests of any Owner or resident are subject to the Declaration, Bylaws and Rules and Regulations of the Association and any party entitled to occupancy of a Unit shall be responsible for the actions of such roommates and/or guests.

V. SIGNS. Except as may be provided herein or as may be required by legal proceedings, no signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that: one (1) professional security sign not to exceed twelve (12) inches by twelve (12) inches may be displayed in Units with active security systems; and those units not visible from Grapevine Circle may display one (1) professionally lettered "For Sale" or "For Rent" sign not to exceed two (2) feet by two (2) feet in size on a location inside the sidewalk and adjacent to the side or front of the Unit being offered for sale or for rent. If possible, the professional security sign must be placed within two (2) feet of the column closest to the main door of the Unit, inside the sidewalk. If shrubbery obscures the view of either sign then such sign may be moved the least amount required to be visible. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board may promulgate further regulations governing the placement, size, and types of signs that may be placed or erected in the Condominium.

VI. POOL. Please see The Orchards of Habersham Grove Condominium Pool Rules and Regulations, attached hereto as Exhibit "B" and Pool Schedule, attached hereto as Exhibit B-1" and incorporated herein by this reference, for pool rules and hours, which are adopted by the Board and distributed annually.

VII. RECREATIONAL AREAS.

A. Individual's Responsibility. The Recreational Areas upon the Common Elements shall be for the exclusive use of residents and their guests. Guests under 18 years of age are to be accompanied by the resident or an adult guest. Please respect the rights of other residents in the number of guests you invite to the Recreational Areas.

B. Pets. Pets are not permitted on the Recreational Areas.

- C. Containers. No glass bottles, glass containers or other breakable containers may be brought onto the Recreational Areas. All beverages must be in non-glass containers.
- D. Personal Property. When leaving the Recreational Areas, residents and guests must remove all of their personal property, trash and litter. No personal property is to be left unattended in the Recreational Areas. The Association is not responsible for any articles left in the Recreational Areas.
- E. Hours of Operation. The Recreational Areas may be used between 8:00 a.m. and 10:00 p.m. only.

VIII. PETS.

- A. Owners' Responsibility. The owner of a pet shall be directly responsible for any damage or inconvenience caused within the community by the pet and for controlling the behavior of the pet. Any pet which is upon the Common Elements must wear a tag showing the name and address of the pet owner. All pets must be cared for, maintained and properly licensed as required by the State of Georgia and Forsyth County, Georgia ordinances.
- B. Leashes/Supervision/Confinement.
 - 1. No pet shall be permitted on the Common Elements unless it is on a leash and under direct supervision at all times.
 - 2. Pets must be walked away from buildings and walkways. Owners of pets shall be responsible for immediately removing the droppings of said animals from the Common Elements and grounds, including Limited Common Elements.
 - 3. Pets shall not be permitted to roam outside. Pets shall be fed inside the Unit only and food shall not be placed on the patios or verandas.
 - 4. No pet shall be staked or tied out of doors or left on a patio or veranda, nor shall any structure or pen for a pet be built on a patio or veranda or any portion of the Common Elements.
- C. Restrictions on Type and Number of Pets. Only those animals which are permitted under Section. 14(h) of the Declaration shall be permitted upon the Condominium Property. Additionally, no more than two (2) generally recognized house pets (e.g., dog, cat, etc.) may be kept in any residence.
- D. Nuisance.
 - 1. All barking, noise and odors shall be kept under control by the resident so as not to disturb other residents and so as not to be a nuisance to the community.
 - 2. An Owner or resident shall remove or control, as required by the Board, any pet judged to be a nuisance by the Board of Directors.

IX. GARAGES/PARKING/TOWING/MOVING.

- A. Garages.
 - 1. No Owners or Occupants of a Unit that includes a garage shall park their cars or other motor vehicles on any portion of the Condominium, other than in the garage, except that guests of Owners or Occupants may park temporarily on the Limited Common

- Element driveway as provided in Paragraph B. 1. below.
2. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Notwithstanding the foregoing, if the temperature is 85 degrees Fahrenheit or higher, then garage doors may remain open up to a height of eighteen (18) inches above the ground.
 3. Prior to the installation of an EV2(or other charger for an Electric Vehicle) an ACC Modification Form and a notarized Affidavit must be received and approved. Also, it must be installed by a CERTIFIED/LICENSED ELECTRICIAN who must provide a COI (Certificate of Insurance) to the COA. There must also be a smoke alarm and a fire extinguisher located in the Garage. The storage in the garage of scooters, bicycles, or any other Lithium-ion battery mobility device also requires an installed smoke alarm and fire extinguisher as well. These must also meet any/all applicable county Ordinances/Codes.
 4. Per the Declaration of Condominium, Section 14, Paragraph (o) Garages and Limited Common Element Driveways: "All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible."

B. Parking.

1. Resident Parking: All parking by residents must be within the garage.

Guest Parking: A vehicle of a guest of an Owner or Occupant may be parked on a Limited Common Element driveway, serving **that Unit only**, without prior Board approval for up to three (3) consecutive days or seventy-two (72 hours). If the Unit's driveway is full, parking is permitted at the Clubhouse, provided that there is not a function. If the Guest is not at the Clubhouse or pool while their car is parked at the Clubhouse, the whereabouts of the Owner must be readily available via a note on the car's dashboard should there be a need to move the car. Violations may be fined.

Additionally, the Owner or Occupant must have prior Board approval for extended guest parking for periods greater than 72 hours. The condo Owner/Occupant must use the Extended Parking Request Form which can be found on the Website <https://habershamgrove.com> or in the Clubhouse. Relocating a vehicle to another Common or Limited Common area belonging to another resident or owner or even offsite, **DOES NOT** restart the 72-hour clock.

Caregiver Parking: If, due to medical conditions, a resident requires a caregiver at their home, the caregiver's car must be parked either inside the resident's garage or at the Clubhouse parking area. When parking at the Clubhouse, a sign must be placed inside the car indicating which Unit number the caregiver is visiting, in case the owner of the car needs to be contacted for any reason. An exception to parking at the Clubhouse will be made only during rain, snow or ice.

Temporary Parking Exception: When a temporary parking exception is granted by the Board, notification of exception is to be made known to the adjacent or affected residents. If a child or parent of a resident is residing with that resident for a period **not to exceed three (3) months**, Board approval shall be granted. **PARKING IS PROHIBITED IN THE "TURN-AROUND" AREAS AT THE END OF THE DRIVEWAY.**

Additional notes: Residents and guests may park in the Clubhouse parking area for the

limited purpose of using the Clubhouse. No vehicle may be parked in the Clubhouse parking areas for more than twelve (12) consecutive hours. The Board has approved temporary parking at the Clubhouse for a private party or get together at a residence, provided there is not a scheduled activity. For safety purposes, there is **no parking** allowed along Grapevine Circle, except as previously allowed during a function at the Clubhouse.

During a clubhouse event, if all parking spaces in front of the Clubhouse are taken, residents may park on the outside of the Circle nearest the existing parking spaces. As cars arrive, they take the next closest “outside” parking space. Overflow parking on both sides of the street during clubhouse activities is strictly prohibited.

2. No boats, canoes, jet-skis or other water craft, boat trailers, trailers (either with or without wheels), mobile homes, motor homes, trailers of any kind, either with or without wheels, trucks (larger than a 3/4 ton pickup), truck campers, campers, camper trailers, tractors, tractor-trailers, travel trailers, any vehicle used for commercial purpose or with commercial writings on their exteriors, motorcycles, motorized bicycles, motorized go-carts, golf carts or any other type of motorized vehicle may be parked on any street or driveway overnight. Other vehicles used for recreation (e.g.; van conversions/RVs) not garage-able, will be permitted to park in the Limited Common Elements (e.g., in front of garage) for not more than forty-eight (48) consecutive hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks, when in the area to perform service or repair work, are an authorized exception.
 - a. Inoperable vehicles (e.g., with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to a resident, which are parked in any Common Element or Limited Common Element for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Units, Common Elements or Limited Common Elements, except for short-term emergency work or repairs of a minor nature (e.g., flat tire, battery charge, etc.).
 - b. The following vehicles are also prohibited upon the Condominium and no such vehicle shall be kept, placed, stored, maintained or operated upon the

Condominium: abandoned vehicles, vehicles which are dismantled, partially dismantled, inoperative, discarded, unlicensed or which contain an expired license plate or an expired resident sticker.
 3. No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owners' garage. Reckless operation, excessive speed and parking or driving on the lawn areas is prohibited.
- C. Towing. The Association is expressly authorized to remove, by immediately towing, without notice, at the expense of the vehicle owner, any unlawful or restricted vehicle in violation of the Declaration, Bylaws or these Rules and Regulations of the Condominium.
- D. Moving. All moving into or out of a Unit shall be done between the hours of 8:00 a.m. and 10:00 pm. In addition to the foregoing, the Owner shall be responsible for any and all damages caused to the Condominium Property by the Owner, or any third party, as a result of such Owner or any of its tenants, moving into or out of any Unit and such damages shall be the sole

responsibility of the Owner. Streets, driveways and parking areas within the Condominium are private and may not necessarily accommodate large trucks. Therefore, all Owners and residents are urged to take the necessary precautions in order to avoid causing damage to any portion of the Condominium.

X. NUISANCES/DISTURBANCES/SOLICITATION.

- A. Nuisances. No Owner, resident or their guests may act or use a Unit or any portion of the Common Elements in such a way as to unreasonably annoy, embarrass or discomfort other Owners or residents or as to constitute, in the sole discretion of the Board of Directors or its designee, a nuisance. All Owners, residents and their guests shall refrain from any act or use of a Unit or the Common Elements which could result in the cancellation of insurance carried by the Association or which could be in violation of any law or governmental code or regulation. Nothing herein shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his property or personal rights.
- B. Noise Disturbances. Noises and/or sounds resulting from activities, televisions, radios,, stereos, musical instruments or pets within a Unit shall not disturb other residences. Any excessive noise or sound which can be heard outside the windows, walls, ceilings, floors or doors of a Unit shall constitute unacceptable noise and will therefore constitute a violation of this section. Volume on the above-mentioned items should be minimized each day after 10:00 p.m.
- C. Solicitation. Solicitation by commercial enterprises is not authorized within the Condominium. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a planned community activity.

XI. CLUBHOUSE.

- A. Use of Clubhouse. The Clubhouse is kept locked at all times except during scheduled events. Children under 18 years of age must be accompanied by a resident or an adult guest.
- B. Recreational Equipment. Use of recreational equipment, if provided, may be used only in accordance with the posted Rules and Regulations of the Association.
- C. Clubhouse Rental.
 - 1. In the event that a resident wishes to use the Clubhouse for a function or event (hereinafter referred to as the "Clubhouse Function"), the resident must first obtain approval of the Association, in writing, at least five (5) days in advance of the Clubhouse Function. In order to rent the Clubhouse, a resident will need to execute a Clubhouse Reservation Form and Agreement, attached hereto as Exhibit "C-1", which is available on the Website habershamgrove.com and at the Clubhouse. A rental fee, cleaning fee and security deposit may be charged by the Association for any Clubhouse Function. Any resident who rents the Clubhouse for a Clubhouse Function is responsible for any and all damage to the Common Elements and Units, if any, which occurs as a result of the Clubhouse Function. The resident is also responsible to ensure that the Clubhouse is properly cleaned after the completion of the Clubhouse Function and that the designated Association representative has inspected the Clubhouse to ensure it is cleaned acceptably. The use of the Clubhouse is restricted to Owners, residents, resident-sponsored events and Association-sponsored events. The Clubhouse is not available for rent by outside entities or individuals and is not available for use by outside individuals unless in conjunction with an event sponsored by an Owner, resident or the Association.

2. The following additional rules apply to the use of the Clubhouse (see Exhibit “C” Clubhouse Rules and regulations):
 - a. A \$200.00 refundable deposit and a \$50.00 nonrefundable rental fee are required. Reservations are granted on a first request basis.
 - b. Unsupervised children and teenage parties are prohibited.
 - c. The renting resident will have exclusive use of the party room only. The guests of the renting resident may not use the pool or exercise equipment. The pool and the exercise room may not be reserved for any party. No party items will be furnished by the Association.
 - d. The renting resident is responsible for all clean-up and trash removal. Clean-up must be done immediately after the party.
 - e. Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.

XII. SALES AND LEASING

- A. The Orchards of Habersham Grove Condominium Documents. Any sale or lease within the Condominium Property must comply with The Orchards of Habersham Grove Condominium Instruments. Each Owner who sells or leases their Unit shall provide a copy of the Declaration, Bylaws and Rules and Regulations of the Association to each lessee or purchaser prior to the closing of the sale or the commencement of a lease.
- B. **Leasing.** In order to protect the equity of the individual Owners in the Condominium, and to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential community of owner-occupied homes, leasing of Units shall be governed by the restrictions imposed by this Paragraph. **Except as provided herein, leasing of Units is prohibited.** The intent of this provision is to establish a 9-Unit leasing limit at the Condominium, to give Owners a fair opportunity to lease by limiting the duration of leasing permits, to provide certain benefits to grandfathered Owners identified below, and to provide the Board flexibility to allow leasing of Units in certain undue hardship situations.
- (a) **Definitions.**
- (i) **“Effective Date”** means the date that this Amendment is recorded in the Forsyth County, Georgia records.
- (ii) **“Grandfathered Owner”** means an Owner who is the Owner of a grandfathered Unit on the Effective Date. Grandfathered Owners may lease their Grandfathered Units as provided herein. Grandfathered Units shall count toward the 9-Unit leasing limitation hereunder, but the 9-Unit leasing limitation shall not prevent Grandfathered Owners from leasing their Grandfathered Units. Grandfathered Owners shall be obligated to comply with all other provisions of this Paragraph, including but not limited to ensuring that their tenants or Occupants comply with the Declaration, Bylaws and Association regulations. Grandfathering hereunder shall continue only until the earlier of:
- (A) the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person (other than the Owner’s spouse, former spouse, parent, grandparent, child, grandchild, brother or sister);
- (B) the date the Grandfathered Owner occupies the Unit as his or her primary residence; or
- (C) the date that the Grandfathered Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder.
- (iii) **“Grandfathered Tenant”** means the tenant occupying and leasing a Grandfathered Unit on the Effective Date.
- (iv) **“Grandfathered Unit”** means the following five Units: **2565** Grapevine Circle; **2571** Grapevine Circle; **2597** Grapevine Circle; **2653** Grapevine Circle; and **2696** Grapevine Circle
- (v) **“Leasing”** means the occupancy of a Unit by any person(s) other than:
- (A) the Unit Owner or a parent, child, brother, sister, grandparent, grandchild, spouse or former spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board;

(B) a trustee or beneficiary of an Owner that is a trust, provided the Owner receives no rent or other consideration for such occupancy;

(C) an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust (collectively “Authorized Corporate Occupant”); provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board’s written consent. A person’s designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Unit; or

(D) roommate of any of the above, if the above person occupies the Unit as his or her primary residence.

A Unit may be considered to be leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangements, or lease with an option to purchase, shall be considered a lease as defined hereunder and shall be subject to the provisions hereof.

(b) **Authorized Leasing.** Owners may lease their Units only if: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a leasing permit from the Board as provided below; (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below; or (4) the Owner or lessee is the Association. Leasing permits and hardship leasing permits are not intended as a way for the Association to approve or disapprove a particular tenant or Occupant, but a method to ensure that all leasing of Units is strictly in compliance with the conditions and requirements specified in this Paragraph. These conditions and requirements are of utmost importance in maintaining the high quality of the Condominium.

(c) **Leasing Permits.** A non-Grandfathered Owner who wishes to lease a Unit may request a Leasing Permit from the Board. Owner requests for leasing permits must be in writing, providing such information as the Board may reasonably require. Grandfathered Owners do not require leasing permits to lease their Units hereunder.

The Board of Directors will approve an Owner’s request for a leasing permit if: (i) the Owner has resided in the Unit for at least 12 consecutive months at any point of time prior to requesting a leasing permit; and (ii) the total number of current, outstanding leasing permits plus Grandfathered Units at such time is less than 9.

Notwithstanding the above, the Board may deny a leasing permit to any Owner or revoke any leasing permit if the Unit is shown on the Association’s books and records to be more than 30 days past due in any assessment or charge, or if the Owner has a documented, unresolved violation of the Declaration, Bylaws, or any Association rules and regulations.

If the total number of current, outstanding leasing permits plus the number of Grandfathered Units is 9 or more, then no additional leasing permits shall be issued (except for hardship leasing permits) until the total number of current, outstanding leasing permits and Grandfathered Units drops below 9.

Owners who have requested and been denied a leasing permit hereunder shall be placed on a waiting list to be issued a leasing permit, if they so desire, when the above conditions

have been satisfied. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

(d) **Hardship Leasing Permits.** For a non-Grandfathered Owner, if the failure to lease will result in an undue hardship to the Owner, and the Owner is not eligible for a Leasing Permit, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board, in its discretion, may grant hardship leasing permits if the failure to lease will result in a significant undue hardship to the Owner.

The hardship leasing permit will allow an Owner to lease his or her Unit, provided that such leasing is in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the terms, duration and use of such permits consistent with this Paragraph. All hardship leasing permits are valid only as to a specific Owner and Unit and are not transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Condominium if the permit is approved; (3) the number of hardship leasing permits which have been issued to other Owners; (4) the Owner's ability to cure the hardship; and (5) whether previous hardship leasing permits have been issued to the Owner. The Board has sole discretion whether to grant a hardship leasing permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a hardship leasing permit; such permit is discretionary. The Board shall have broad discretion in determining what constitutes an undue hardship.

If a hardship leasing permit is issued hereunder, the permit shall expire automatically if the Owner does not lease the Unit in compliance with the Permit and this Paragraph within 90 days of the date of issuance of the permit. Hardship leasing permits shall be valid for a term of one year, and shall authorize leasing of the Unit for a term of one year, unless otherwise approved in writing by the Board. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances so warrant, but the Board is not obligated to renew or reissue any hardship leasing permit.

(e) **Expiration and Revocation of Leasing Permits and Hardship Leasing Permits.** Leasing permits and hardship leasing permits are automatically revoked upon the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse, former spouse, parent, grandparent, child, grandchild, brother or sister).

Leasing permits issued to non-Grandfathered Owners also automatically expire: (i) two years from the date issued; or (ii) if the Unit is not subject to an authorized and approved lease for more than 90 consecutive days after the issuance of the permit.

Upon written notice to the Owner, the Board also may revoke any leasing permit or hardship leasing permit if the Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the Owner has a documented, unresolved violation of the Declaration, Bylaws, any Association rules and regulations, or any applicable laws or ordinances. If a leasing permit expires or is revoked, the Owner may request another leasing permit or, if such leasing permit is not available, the Owner may request to be placed on the leasing waiting list.

(f) **Leasing Administration Fee.** In addition to annual assessments, special assessments, and other charges provided for under this Declaration or the Bylaws, every

Owner who leases a Unit, including but not limited to Grandfathered Owners, shall be required to pay to the Association a Leasing Administration Fee at the commencement of each lease executed or leasing occupancy created after the Effective Date. The Leasing Administration Fee shall be in an amount established by the Board of Directors annually, not to exceed \$250.00 or such higher amount as may be approved by a majority of the eligible Association members voting in person or by proxy at a duly called meeting, or by ballot in lieu of a meeting as provided in the Bylaws. The Leasing Administration Fee shall be non-prorated and non-refundable, and shall be due within 30 days of the date each new lease is executed or new occupancy relationship is created hereunder.

(g) **Leasing Provisions.** When leasing is permitted under this Paragraph, it shall be governed by the following provisions:

(i) **General Leasing Provisions.** Except for roommates of an Owner as provided above, Units may be leased only in their entirety pursuant to a single lease. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of one year, except with written Board approval.

At least seven days before entering into a lease of any Unit, the Owner shall provide the Board of Directors with written notice of the Owner's intention to lease his or her Unit and verification that the Owner either has obtained a leasing permit or hardship leasing permit or is authorized to lease as a Grandfathered Owner. The notice shall include: (1) a copy of the proposed lease, which must include the Lease Terms Exhibit attached hereto; (2) the names, phone numbers, email addresses, work locations and work phone numbers of all of the proposed occupants of the Unit; (3) the Owner's Unit address, and the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Unit is leased; (4) the number and type of all pets to be kept in the Unit and vehicles to be parked at the Unit; (5) confirmation of the Tenant Screening required hereunder; and (6) such other information required by the Board.

The Owner must provide the lessee copies of the Declaration, Bylaws and Association rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease.

The Owner of a leased Unit shall provide the Board with a copy of the executed lease within 10 days after executing a lease for the Unit and within 10 days of request by the Board during the lease term. If any of the information regarding the occupant required above, or other information regarding occupancy of the Unit, changes during the term of any leasing of the Unit, the Owner and Occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

The provisions of the Lease Terms Exhibit attached hereto and incorporated herein by reference are incorporated into each lease of any Unit, including but not limited to a Grandfathered Unit, executed, modified, renewed or extended after the Effective Date of this Amendment, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Unit even if no written lease or agreement exists between the Owner and the Occupant. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Unit in violation of this

Paragraph, the Association may fine the Owner an initial fine of up to \$500.00, plus additional daily fines for continued documented, unresolved violation of these provisions, in addition to all other remedies provided in the Declaration, Bylaws or Georgia law.

The Board is not required to allow any person to enter the community unless the person is an Owner or authorized and confirmed Occupant; provided nothing herein shall create any obligation on the Board to monitor, supervise or control access into the community, and the Association, Board and its agents shall have no liability therefor.

(ii) **Tenant Screening.** Any Owner who is seeking to lease his or her Unit must engage a Tenant Screening Service prior to entering into a lease agreement and must provide the Association with a receipt or other written documentation evidencing that the Owner has performed the Tenant Screening required hereunder; provided, however, this subparagraph shall not apply where the tenant is a parent, child or sibling of the Owner. An Owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board. The Tenant Screening Service must, at a minimum, take the following steps:

- (A) Obtain a consumer credit report on the prospective tenant(s);
- (B) Verify the prospective tenant's employment for the last two years;
- (C) Check the prospective tenant's rental history in its database and with all landlords during the last two years, either as reported by the prospective tenant or disclosed by the Service's investigation;
- (D) Check the public records of the State of Georgia for bankruptcy and unlawful detainer actions involving the prospective tenant; and
- (E) Report such information as is disclosed by its investigation to the Unit Owner.

If any of (A) through (E) above is not a part of the screening report, the Owner will separately verify this information and include it with the screening report to Board. The Owner is not required to provide the Board with the results of the Tenant Screening, but the Owner must provide the Board an affidavit confirming compliance with this provision, or in the Board's discretion, a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder.

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the Unit Owner. The Unit Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Association, the prospective tenant or any other person not permitted access to such information provided by the Service.

(iii) **Tenant or Renter's Insurance.** During all times that a Unit is leased, as provided in this Paragraph, the Occupant or Owner shall purchase and maintain customary renter's insurance, or similar insurance, in amounts sufficient to cover all personal property kept in or brought into the Unit. The Owner or Occupant shall provide the Association with a certificate of such coverage upon request.

(iv) **Compliance.** Each Owner and Occupant shall comply with the Declaration, Bylaws, Association rules and regulations, and all applicable laws and ordinances. Owners and Occupants shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance and shall indemnify and hold the Association harmless for their and their occupants' and guests' failure to comply. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

Any documented violation of any provision of the Declaration, Bylaws, Association rules or applicable law or ordinance by an Owner, Occupant, or any guest of an Owner or Occupant, shall constitute a default under the lease and authorizes the Association to declare the lease in default and to terminate the lease for any such violation. The Association may bring an action against the Owner and/or Occupant(s) for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of the occupant(s)), for documented violations of the Declaration, Bylaws, Association rules, applicable laws or ordinances, or the lease.

Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. The Owner delegates and assigns to the Association, at the Board's discretion, the power to evict the occupant(s) on behalf of and for the benefit of the Owner. If the Association proceeds to evict the occupant(s), any costs associated therewith, including all attorneys' fees actually incurred and court costs, shall be specially assessed against Owner's Unit and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Unit and Owner. If any occupant, or any guest, invitee, licensee or family member of the occupant violates the Declaration, Bylaws or rules and regulations, for which a fine is imposed, such fine may be assessed against the occupant and/or Owner, as provided in the Declaration and Bylaws.

(h) **Applicability of this Paragraph.** Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Association.

C. **Lease Terms Exhibit - Addendum to Lease**

[This Addendum is required with all leases of Units at The Orchards of Habersham Grove Condominium]

This Addendum is made and entered into this _____ day of _____, 202____ by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 202____, for the lease of Landlord's unit ("Unit") at The Orchards of Habersham Grove Condominium, by adding the following provisions thereto:

1. **ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree that The Orchards of Habersham Grove Condominium Association, Inc. (the "Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum, and with the Declaration of Condominium for The Orchards of Habersham Grove Condominium, the Association's Bylaws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.
2. **COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Tenant shall control the conduct of his or her family and guests to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Landlord delegates and assigns to the Association, at the Board's discretion, the power to evict Tenant on behalf of and for the benefit of Landlord. If the Association proceeds to evict Tenant, any costs associated therewith, including attorneys' fees and court costs, shall be specially assessed against Landlord's Unit and shall be a personal obligation of Landlord, being deemed as an expense which benefits the leased Unit and Landlord. If Tenant, or any guest, invitee, licensee or family member of Tenant violates the Declaration, Bylaws or Association rules for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord, as provided in the Declaration and Bylaws.
3. **PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments which come due or are due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same

amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall pay the Association all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the owner of the Unit during the term of this Lease and any other period of occupancy by Tenant.

4. MAINTENANCE AND INDEMNIFICATION. Tenant shall promptly advise the Landlord of any condition of the Unit which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Elements affecting the Unit which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

5. USE OF COMMON ELEMENTS. Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Element use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. SECURITY. Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety at the Condominium. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on or at the Condominium. Landlord and Tenant shall be responsible to protect their person and property and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

TENANT: _____
(Signature)

Name: _____
(Please Print)

NAME(S): _____
(Please Print)

EXHIBIT “A”

The Orchards of Habersham Grove Condominium Satellite Dish Rules and Regulations

General. These rules and regulations apply to the installation, maintenance and use of direct broadcast satellite (DBS) dishes. Notwithstanding anything within The Orchards of Habersham Grove Condominium documents to the contrary, the foregoing dishes may be installed at The Orchards of Habersham Grove Condominium in accordance with these rules and regulations for reception only, and not transmission. No other dish, antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the property, whether attached to a building or a structure or otherwise. Any installation of the foregoing not in compliance with these rules and regulations may be removed by the Association, at the expense of the Owner, in accordance with The Orchards of Habersham Grove Condominium documents.

- 1 A **Notice of Dish Installation Form** must be received by the Board prior to the installation of a satellite dish. The form can be found on the Website <https://habershamgrove.com> or in the Clubhouse.
- 2 The owner is responsible for the maintenance of the dish. Any damage to the Common Area of the Condominium roof caused by the dish installation, is the responsibility of the owner – not the COA.
- 3 Once this dish is no longer in use for any reason, it is the responsibility of the owner to have it professionally removed. The roof area must be restored to the condition it was in, prior to the installation of the dish. If selling your Condo, the Dish Antenna **must be** professionally removed prior to closing.
- 4 All exterior wiring associated with the antenna must be installed so as to be minimally visible. If penetration of the exterior roof/gable surface is necessary, the penetration must be properly water-proofed and sealed in accordance with applicable industry standards and building codes.
- 5 No ground mounted Dish Antennas are permitted.

EXHIBIT "A-1"

The Orchards of Habersham Grove Condominium
Notice of Antenna Installation Form

TO: THE BOARD OF DIRECTORS OF
THE ORCHARDS OF HABERSHAM GROVE CONDOMINIUM ASSOCIATION, INC.

FROM:

Name: _____

Address: _____

Home phone: _____

I am planning to have an FCC approved Satellite Dish installed for use in my Unit.

I have read and understand The Orchards of Habersham Grove Condominium Satellite Dish Rules and Regulations and agree to abide by such Rules and Regulations.

I am filing this Notice of Antenna Installation Form as required by the Rules and Regulations.

The Dish antenna will be installed and maintained as required by the Rules and Regulations.

Name of Company installing the Dish antenna and related equipment:

Location of Dish antenna: _____

Date to be installed: _____

Requested by: signature

Date

For The Orchards of Habersham Grove Condominium Association use only:

Date Notice received by the Association: _____

Approved by: _____ Date: _____

Owner notified: _____ Date: _____

Results of Association's follow-up inspection of installation: _____

EXHIBIT "B"

The Orchards of Habersham Grove Condominium Pool Rules and Regulations

1. PLEASE SEE THE ATTACHED SCHEDULE (EXHIBIT "B-1") FOR THE POOL HOURS. THE ASSOCIATION DOES NOT PROVIDE A LIFEGUARD. THEREFORE, ALL SWIMMING IS AT YOUR OWN RISK.
2. The pool is restricted for the exclusive use of Association Members, their tenants and guests, who are current in their assessment payments to the Association. No Owner, including their tenants and guests will be permitted to use the pool if they have a past due balance with the Association. Pool passes will only be issued to those Owners and their tenants who are in compliance with these Pool Rules and Regulations.
3. If a pool pass system is adopted, a pool pass must be shown upon entry to the pool area. The pass must be visible while in the pool area.
4. Guests under 18 years of age are to be accompanied by the resident or an adult guest. Please respect the rights of other residents and restrict the number of guests that you invite to the pool.
5. Children under the age of twelve (12) must be accompanied by an adult who is at least age twenty-one (21).
6. Bathing suits must be worn while swimming. NO CUT-OFFS, NO THONG BATHING SUITS, NO EXCEPTIONS. Infants must also wear swimsuits. No diapers are permitted in the water. Wet swimwear is not permitted in the Clubhouse.
7. No glass bottles, glass containers or other breakable containers may be brought into the pool area. All beverages must be in non-glass containers.
8. Diving, running, pushing, shoving, dunking and horse-play are not permitted.
9. Pets are not permitted in the pool area at any time.
10. Radios are permitted only with the use of headphones and provided that they do not disturb other guests.
11. The Association has the right to eject from the pool area anyone exhibiting loud, rude or any other improper behavior.
12. Lounge chairs are available on a first-come, first-serve basis. You cannot reserve them. However, you may bring your own from home if desired, provided that it is removed upon leaving the pool area.
13. Floats may only be used when there is minimum attendance, so as to not create a disturbance for other users of the pool.
14. All personal items must be removed upon leaving the pool. The Orchards of Habersham Grove Condominium Association is not responsible for the loss or damage to such items.

15. All trash, cigarettes, cans and other such debris should be placed in the proper containers provided at the pool area.

16. It is everyone's responsibility to help keep the pool and restrooms clean.

17. The following are prohibited in the pool area:

- Private pool parties.
- Electrical devices.
- Food or beverages while in the pool.

THE ORCHARDS OF HABERSHAM GROVE CONDOMINIUM POOL IS FOR YOUR ENJOYMENT AND PLEASURE. PLEASE HELP TO KEEP IT CLEAN, SAFE AND QUIET SO THAT ALL RESIDENTS MAY ENJOY IT.

PLEASE SAVE THESE RULES

EXHIBIT “B-1”

THE ORCHARDS OF HABERSHAM GROVE CONDOMINIUM

POOL SCHEDULE

- The pool opens at the end of April or beginning of May (depending on the weather) and closes in September.
- The pool hours are 10:00 a.m. until 10:00 p.m.
- The pool will be closed anytime there is thunder or lightning.

EXHIBIT "C"

Orchards of Habersham Grove Clubhouse Rules and Regulations

These rules and regulations are established to permit any resident of the community to enjoy the use of the clubhouse for personal functions without infringement upon the privileges of other residents.

1. Reservations are required for the homeowner, also known as the "renting party," to obtain the use of the clubhouse for all personal functions.
2. To be eligible to reserve the clubhouse, the homeowner must be current in the payment of all assessments and charges owed to the Association and must not be in violation of the Declaration or Association rules and regulations.
3. The homeowner shall:
 - a. Not use the clubhouse for commercial or "for profit" purposes.
 - b. Not reserve the clubhouse for use of any outside organization. An overt violation will result in deposit forfeiture.
 - c. Not have more than 50 guests at any one gathering.
 - d. Not affix any decorations to clubhouse walls with tape.
 - e. Not permit guests to park in resident parking areas. If there is not enough room to park in front of the clubhouse, street parking will be permitted, but only on the same side of the street as the clubhouse.
 - f. Assume full responsibility for the conduct of his or her guests.
 - g. Assume full responsibility for any damage done to the clubhouse, including any damage caused by party décor, and shall be responsible for the theft of any clubhouse property.
 - h. Not permit guests to wear spike heels on the clubhouse floor.
 - i. Not permit guests to use the pool or exercise equipment. The renting party and guests have use of the remaining clubhouse facilities.
 - j. Not permit any underage drinking of alcohol, profanity, vulgar remarks, boisterous noises, or other offensive behavior.
 - k. Not permit any live, amplified music outside the clubhouse.
 - l. Not permit pets or animals of any kind in the clubhouse or pool area at any time.
 - m. Not permit smoking in the clubhouse at any time.
 - n. Assure that guests depart in such a manner that they do not disturb other residents.
 - o. Close and secure the premises, lock all doors and windows by the following hours:
11:00 pm. Events on all nights of the week should end by 10:00 p.m. This allows one hour for cleanup.
4. If alcoholic beverages are being served at the function, they shall not be sold at the function, shall not be served or allowed to be provided to minors at the function, and shall only be provided to or served to adults in a responsible manner.

5. After use of the clubhouse, the homeowner will be responsible for returning all furniture to its original position, removal and disposal of all decorations, inside and out, removal of all trash from the clubhouse to the dumpsters located outside. The cost of any labor for returning the clubhouse to its original condition will be deducted from the \$200 deposit.
6. After the event an HOA representative will inspect the entire clubhouse facility before return of deposit or bill for additional charges. If the renting party wishes to be present for the inspection, arrangements must be made at the time of booking.
7. No events will be booked for residents under the age of 21.
8. No resident may make reservations for the use of the clubhouse on a weekend (Friday, Saturday, and Sunday) more than three (3) times during a social calendar year. A \$200 security deposit and a \$50.00 or \$100.00 fee are both due at the time of booking for each reservation. The \$50.00 fee covers 4 hours of use of the clubhouse plus one hour for set up and one hour for clean-up. That is a total of 6 hours. If a resident requires more hours the fee will be \$100.00. Checks shall be made to Habersham Grove HOA.
9. The Condominium Association or homeowners shall not be responsible for any articles, personal or otherwise, which are lost, stolen, or missed by any resident or guest at the function.
10. The renting party and all guests and invitees agree to fully indemnify and hold harmless, to the greatest extent permitted by law, the Association, its officers, directors and property manager, for all liability, claims, damages, and injuries related to or resulting from, in any way, the reservation or use of the clubhouse.
11. The renting party understands that any violation of these clubhouse rules, other Association rules, or the Declaration shall be grounds for immediate termination of the right to use the clubhouse and any function being held at the clubhouse. Any such termination shall not waive or change the renting party's obligations hereunder.

I HAVE READ THE FOREGOING RULES AND AGREE TO ABIDE BY AND HAVE MY GUESTS ABIDE BY THE SAME.

NAME _____ DATE _____

Orchards of Habersham Grove Clubhouse Reservation Form and Agreement

Name:	Home Phone:
Address:	Business Phone:
City	Today's Date
State: Zip:	Date of Reservation:
Time of Reservation: _____ until _____ <small>Please note: Reservations around holidays may be limited to a 4-hour period to allow as many homeowners as possible to use the facility.</small>	Is this reservation being made on behalf of an outside organization or for commercial use? _____ Yes _____ No Number of guests anticipated _____

I have read the Clubhouse Rules and Regulations and agree to abide by them. I fully understand that any costs incurred or penalties assessed by the Condominium Association, through the use of these facilities by me, my guests, or both, shall first be deducted from my deposit, and that any additional balance due will be paid by me upon presentation of a statement requesting same.

Renting Party's Signature _____ Date _____

Please return to the current Clubhouse Committee Chairperson, the signed reservation agreement and two separate checks (one for the \$200 deposit and one for the \$50 rental fee) made out to Habersham Grove COA. If inspection proves the clubhouse is in good order, the deposit will be returned to the renting party.

Do not write below this line—for Administrative Use Only

Date of Deposit:	Amount:	Check #:
Date Rental Fee Received:	Amount:	Check #:
Final Inspection performed by:		Date:
Date Deposit refunded:	Amount:	Check #: