



DUNHAM MARSH

POOL CLUB RULES AND REGULATIONS

Amended: May 2015

The rules and regulations (“Club Rules”) contained herein are promulgated pursuant to the Declaration of Covenants, Conditions and Restrictions for Dunham Marsh, as amended (“Declaration”). All capitalized terms not defined herein are as defined in the Declaration. These rules may be amended from time to time by the Association’s Board of Directors. A written copy of any revision to the Club Rules will be provided to the Members of the Association within 15 days of their adoption.

- 1) **Club Management.** The pool and clubhouse shall be managed by Dunham Marsh Homeowners Association, Inc. (“HOA”). Any questions regarding the Club Rules shall be directed to the HOA’s Administrator by telephone (912) 727-4751 or by email to ncota@thecotagroup.com.
- 2) **Use of Facilities.** The Pool Club, Fitness Center, and Clubroom (“Facilities”) shall be used solely by the Declarant, the Members of the Association and their immediate family members and their guests. Pursuant to Article VI, section 5, of the Declaration, the Declarant has reserved the right to use the Facilities for sales and marketing activities at the discretion of the Declarant and may restrict the use of the facilities by the Members during such activities. Members shall be permitted to bring up to four (4) guests to use the Facilities provided that the Member is with the guest or the Member has received prior written permission from the Declarant to have a guest use the facilities at a specified time without the Member’s presence. Members will be issued one (1) Access Card per household. **Members are responsible for the behavior of their guests and any damage to the Facilities caused by their guests. Distribution of the Access Card, key or code to any part of the facility to anyone, including other Members of the Association, without the express consent of the Declarant is strictly prohibited, and any loss or damage to Association property that results from any unauthorized distribution of the Access Card, key or code to others shall be the responsibility of the Member to whom the Access Card, key or code was issued. Access Cards must be transferred with the possession of property to the new tenant or owner. There will be a \$25 fee for a replacement Access Card.**
- 3) **Swimming Pool.** The pool shall be open for use by the Members beginning on May 1st and closing on October 1st for the winter. The pool season may be extended at the sole discretion of the Declarant. The pool will be open at 8 a.m. every day and shall close at 10 p.m. every night. Members under the age of fourteen (14) must be accompanied by an adult. Children who are not potty-trained must wear a swim diaper **and** fitted elastic plastic or rubber pants. Members should be courteous to other residents in the community and clean up after each visit to the pool club including closing umbrellas and removing any personal articles from the pool and pool club area. The use of pool toys and accessories will be allowed so long as Members remove those items from the pool and pool club area upon leaving. Umbrellas need to remain with-in the tables at all times.
- 4) **Fitness Center.** The fitness center will be open at 5:00 a.m. every day and shall close at 10:00 p.m. The door should remain locked and closed at all times. Members are responsible for making sure the door is closed and locked when they exit the fitness center. The AC temperature shall be kept within the

range posted on the thermostat. Members should wipe down equipment after use with sanitary wipes provided by the HOA. Members should provide their own headphones for use; no loud music or television volume will be allowed. Use of the fitness center is restricted to Members ages sixteen (16) and over or those ages thirteen (13) and over accompanied by an adult. **No children under the age of thirteen (13) are allowed in the fitness center whatsoever.**

5) Clubroom. Members may request to rent the Clubroom by visiting the “Resources Page” located at www.dunhammarsh.com and completing and submitting a “Clubroom Reservation Request” at least seven (7) business days prior to the requested reservation date **and** submitting a \$50 rental fee to the HOA along with the required deposits as outlined in Section 7 of the Club Rules. Rental Fee payments should be made payable to Dunham Marsh HOA and mailed to P.O. Box 1053, Richmond Hill, GA 31324 and must be received at least three (3) days prior to the reservation date or rental shall be canceled. Reservation requests will be considered on a first-come, first-serve basis. To be eligible to rent the Clubroom, Members must be current on all HOA dues at the time of the proposed reservation date. If not kept current, the rental shall be canceled. Clubroom rental may be limited or denied at the discretion of the Declarant. A Post-Event Checklist will be posted in the Clubroom. Member’s reserving the Clubroom shall complete the entire checklist at the end of their reservation.

6) Parties & Reservation of the Facilities. The Clubroom is available for rental between the hours of 8 a.m. and 10 p.m. Members shall be permitted to host parties at the Pool Club or Clubroom provided that they have been approved in advance by the Declarant. The HOA Administrator shall maintain a calendar of approved private parties to be held at the Club which shall be available to all Members upon request. The HOA reserves the right to limit the size of an approved private party on a weekend to a maximum of twenty (20) guests. Any Member who assumes the responsibility of the Pool Club or Clubroom for an approved Party must be present at all times during the function, and must insure that the facility is returned to its proper condition. The Member requesting a reservation at the Pool Club or Clubroom shall be completely responsible for damage done by anyone attending during the time they have reserved the facility. The Member, not the guest, shall be responsible to Dunham Marsh HOA for the cost of repair, replacement and any other fees related to the damage. The Declarant, in its sole discretion, may permit the exclusive use of the Facilities for a private party.

7) Party or Event Deposit. A Member must pay a \$150.00 Damage Deposit prior to the use of the Clubroom or Facilities for an event or party. For parties or events of more than twenty (20) guests, a \$300 deposit is required. A Member must also pay a \$40.00 Cleaning Deposit, which deposit shall be held by the HOA for any necessary cleanup of the Facilities after the event. All deposits should be made payable to Dunham Marsh HOA and mailed to P.O. Box 1053, Richmond Hill, GA 31324 and must be received at least three (3) days prior to the reservation date or rental shall be canceled. Remaining balance (if any) of the deposits will be returned to the Member after the event cleanup and confirmation of no damage to Facilities. All trash and food items shall be cleaned up by the Member immediately following the event; failure to do so will result in the deposit being used for such purpose.

8) Alcohol and Tobacco. **No Alcohol or Tobacco Products are permitted on the premises**, with the exception of private parties where approval has been granted by the Declarant in advance. To be eligible to serve alcohol at a private approved party, the host Member is required to provide proof of homeowner’s insurance liability coverage which covers host alcohol service. Member further agrees to indemnify the Dunham Marsh Homeowners Association, Inc. and Dunham Marsh Partners, LLC from any claim or loss arising from the Member’s service of alcohol to their guests. By acknowledgement of the Club Rules and request for reservation of the facilities the Member agrees to be bound by this provision. Members wishing to serve alcohol at a private party shall submit a written request to the

Declarant, at least seven (7) days prior to the reservation date, requesting permission to serve alcohol on the premises during the time period of their event. This written request should include the Member's name and address, contact information to include a daytime phone number and email address, date and hours of the event, the number of guests attending, proof of insurance as described above, and a general description of the nature of the event. No glass bottles or containers are allowed outside of the Clubroom. Alcohol may not be served to anyone under the legal drinking age for the state of Georgia.

9) Pets. No pets are allowed on the premises.

10) Health Department Rules. In addition to the preceding list of rules and regulations, members shall at all times abide by the following Health Department Rules:

1. Unattended solo bathing is prohibited.
2. Children shall not use pool without an adult in attendance.
3. Children, three years old and younger, as well as any child not potty trained, must wear snug fitting plastic pants or a water resistant swim diaper.
4. No glass articles allowed in or around pool.
5. No food, drink or wrappers shall be permitted within ten feet (10') of the swimming pool or spa.
6. No running or rough play allowed.
7. No spitting, spouting of water or blowing nose in pool.
8. No "cut-offs" allowed.
9. No swimming allowed during heavy rain or when thunder and lightning can be seen or heard.

11) Enforcement. The Club Rules shall be enforced by the Declarant. Members of the Association are encouraged to report any infractions of the Club Rules to the HOA Administrator for corrective or remedial action.

12) Violation / Penalty. The Declarant will provide a written warning for the first offense of the Club Rules to the Member. Any second offense by the Member that occurs within a 12-month period from the date of the first written warning shall result in a 60 day suspension of the Member's rights to use the Facilities. A third offense within a 12 month period shall result in a 1 year suspension of the Member's rights to use the Facilities. **Any damage to the Facilities by a Member, their guests or invitees shall result in an immediate suspension of the Member's rights to use the Facilities until the Member has reimbursed the Club for the necessary repairs or replacements.** For each suspension, the Member will be notified in writing and provided with a reasonable opportunity to be heard by the Declarant as to why the suspension shall not be imposed, with the final decision resting with the Association's Board of Directors.

13) Release of Liability. Members acknowledge that the pool does not have a lifeguard on duty and that the use of any portion of the facility by members and their guests is at their own risk and agree to release the Dunham Marsh Homeowners Association, Inc. and Dunham Marsh Partners, LLC from any liability. Members further agree to hold the Dunham Marsh Homeowners Association, Inc. and Dunham Marsh Partners, LLC harmless from any claims of liability from their guests.