



DUNHAM MARSH

COMMON AREA RULES AND REGULATIONS

Amended: March 14, 2018

The rules and regulations ("Common Area 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 Common Area Rules will be provided to the Members of the Association within 15 days of their adoption.

1) Common Area Management. The Common Areas shall be managed by Dunham Marsh Homeowners Association, Inc. ("HOA"). Any questions regarding the Common Area Rules shall be directed to the HOA's Administrator by telephone (912) 756-6683 or by email to Cmartin@lizandassociates.com.

2) Use of Common Areas. The Pool Club, Fitness Center, Clubroom, and the Community Recreation Pond ("Common Areas") 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 Common Areas for sales and marketing activities at the discretion of the Declarant and may restrict the use of the Common Areas by the Members during such activities. Members will be required to have their assigned access card with them at all times while at the facility. Adult Members twenty-one (21) years and older shall be permitted to bring up to four (4) guests to use the Common Areas 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 Common Areas at a specified time without the Member's presence. **Members are responsible for the behavior of their guests and any damage to the Common Areas caused by their guests. Distribution of the access 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 or code to others shall be the responsibility of the Member to whom the access card or code was issued. Access cards must be transferred with the possession of property or returned to the HOA Administrator. There will be a \$25 fee charged 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.

3.1) 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:

- a. Unattended solo bathing is prohibited.
- b. Children shall not use pool without an adult in attendance.
- c. 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.
- d. No glass articles allowed in or around pool.
- e. No food, drink or wrappers shall be permitted within ten feet (10') of the swimming pool or spa.
- f. No running or rough play allowed.
- g. No spitting, spouting of water or blowing nose in pool.
- h. No "cut-offs" allowed.
- i. No swimming allowed during heavy rain or when thunder and lightning can be seen or heard.

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 "AppFolio-Portal" and completing a "Clubroom Reservation Request" at least fourteen (14) 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 5.2 of the Common Area Rules. Request can be sent by email to Christa Martin at cmartin@lizandassociates.com. 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 seven (7) 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.

5.1) Parties & Reservation of the Clubroom. 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 Pool Club and/or Clubroom for a private party.

5.2) Party or Event Deposit. A Member must pay a \$150.00 Damage Deposit prior to the use of the Pool Club or Clubroom 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 Common Areas 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 seven (7) 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 Common Areas. 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.

6) Alcohol and Tobacco. No Alcohol or Tobacco Products are permitted on Common Areas, 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 Common Area Rules and request for reservation of the Clubroom 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.

7) Pets. No pets are allowed at the pool, clubroom or fitness center facilities.

8) Community Recreation Pond. The pond located at the entrance to the community is a Common Area dedicated for the use of the community, subject to the following rules and restrictions:

- a. No swimming
- b. Residents of Dunham Marsh only, no guests are permitted.
- c. No parking of vehicles or golf carts is allowed.
- d. Fishing in the pond is allowed, but only CATCH AND RELEASE, with the exception of specific board approved times when the Board may permit members to keep fish caught from the pond.
- e. Community Recreation Pond area is open from dusk to dawn, NO ENTRY AFTER DARK.
- f. No boats or flotation devices, of any kind, shall be used in the pond.

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

10) Violation / Penalty. Residents who violate the Common Area Rules are subject to being fined, as provided in the Declaration, according to the attached schedule of fines. Violations that do not fall under the schedule of fines will be addressed as follows: the Declarant will provide a written warning for the first offense of the Common Area 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 Common Areas. A third offense within a 12 month period shall result in a 1 year suspension of the Member's rights to use the Common Areas. **Any damage to the Common Areas by a Member, their guests or invitees shall result in an immediate suspension of the Member's rights to use the Common Areas until the Member has reimbursed the Association 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.

11) 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.

