

GRAND|HAVEN
ALCOVY MOUNTAIN

**Amenity Complex
Rules and Regulations
GRAND HAVEN RESIDENTS CLUB**

221 Club Drive
Monroe, GA 30655

May 1, 2024

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DEFINITION OF TERMS

- Accompanied: When used in conjunction with these rules, accompanied means that a guest must be within sight of their host Resident.
- Activities Director: Helps in the planning/scheduling activities/events at the amenity complex.
- Adult: An individual who is 18 years of age or older.
- Advisory Committee: A committee created by the Board of Directors to advise the board on matters relating to the administration of the Community.
- Amenity Complex: This includes the clubhouse, pool, community garden, shuffle board courts, bocce ball courts, pickle ball courts, and tennis courts.
- Board of Directors: The group of individuals (currently Reliant Homes) who are responsible for the administration of the affairs of the Association.
- HOA: Grand Haven Homeowners Association Inc, a Georgia Non-Profit Corporation.
- Class: A. meeting or group of residents for instruction.
- Group: A number of people who are connected by some shared interest or activity.
- Guest: Any individual on the community premises by invitation. Guests include children, grandchildren, and friends of residents who do not reside in Grand Haven.
- Management Co.: An organization (currently GCM, Georgia Community Management) hired by the board of directors to oversee the general operation of the community.
- Owner: Owner of record, whether one or more persons or entities of the fee simple title to any lot.
- Resident: A resident is an adult individual who resides in a residence located within Grand Haven.
- Teenager: A teenager is anyone who is 13 to 17 years of age. A
- Toddler: child under 3 years of age.

AMENITY COMPLEX AUTHORIZED USERS

All residents have amenity complex privileges — Two member access fobs are issued for every dwelling unit. An additional fob may be purchased in certain situations but no more than a total of three will be issued per household. Unauthorized use or misuse of the access fobs by a resident or a guest may result in the loss of amenity complex privileges.

Residents will be charged \$50.00(subject to change) to replace a lost access fob.

Residents of Grand Haven have priority for full use of the amenity complex over guests and/or authorized visitors.

ASSUMPTION OF RISK

Use of the facilities in the amenity complex and participation in activities is purely voluntary. All activities potentially involve some personal or physical risk on the part of the participant, and such participation by a resident or their guest is deemed acknowledgement and acceptance of the risks inherent in the activity.

Residents and their guests must sign a waiver to participate in amenity complex activities. A copy of the waiver is attached to this document. (See Page I 1)

DRESS CODE

Residents and their guests should dress in a manner appropriate to the activities/events enjoyed at the amenity complex. Wet swimwear is NOT permitted in the main rooms of the clubhouse.

GUEST POLICY

Guests are welcome: however, they may be excluded when it's determined that the safety requirements, conveniences, or right to enjoyment of the residents is infringed upon.

Each household is entitled to four (4) guests.

Residents are responsible for their guests' actions and for informing them of these *Rules and Regulations*.

Guests must be accompanied by a resident and remain in view of the resident at all times. The one exception to this rule is for adult family member guests who use the fitness center.

CODE OF CONDUCT

Residents and guests must conduct themselves so as not to infringe upon the rights and privileges of other residents and guests.

Residents are solely responsible for the conduct and actions of their guests.

Residents and guests will refrain from loud, profane, indecent, or abusive language.

Residents and guests are responsible for any damage incurred to the amenity complex.

Residents and guests shall obey all rules and shall immediately discontinue the prohibited activity if/when directed by the management company.

It's the responsibility of the management company to inform residents or guests of any violation of the amenity complex rules and regulations, and to take appropriate action.

Residents or guests who conduct themselves in an unbecoming manner or who knowingly break amenity complex rules and regulation are subject to disciplinary action by the management company and/or the board of directors. In egregious cases this includes, but is not limited to, removal from the amenity complex premises and loss of amenity complex privileges.

RESIDENT USE and SCHEDULING

Residents and their allowable guests may use any public area of the amenity complex for their casual enjoyment without making reservations, unless the area/room has been previously reserved.

Use of the amenity complex or any part thereof may be restricted at times. Activities within the amenity complex must be approved by the Board of Directors and specific event or reservation requests must be approved by the Management Company. Residents are responsible for cleaning up and leaving the clubhouse as found after regular activities as **well** as special events.

Events that the Board of Directors deem immoral, illegal, or which interfere with other resident use of the amenity complex are prohibited.

Consumption of alcoholic beverages in the amenity complex by those age twenty-one (21) years of age or older is permitted. Individuals under the age of twenty-one (21) may NOT consume alcohol. Persons exhibiting signs of being under the influence of drugs, alcohol or any other judgement altering substance shall be prohibited entry or removed from the amenity complex.

All complaints, criticisms or suggestions of any kind relating to any of the operations of the amenity complex should be addressed to the management company and/or the activities director.

ROOM RENTAL: The only rooms available for reservation for a private event is the Haven. Room and the Kitchen. There will be a cap rental time of 4 hours and a cleaning fee of \$50 is

required.

GENERAL PROVISIONS: Dogs or other pets (with the exception of service dogs) are not permitted within the amenity complex except under special circumstances when authorized by management.

No commercial advertisements shall be posted or circulated at the amenity complex and no solicitations of any kind shall be made within the amenity facilities or upon the stationary of the amenity complex, except as specifically permitted by the management company.

No petitions shall be originated, solicited, circulated or posted in the amenity complex.

Fireworks will not be permitted anywhere within the amenity complex or adjacent areas, except as specifically approved by the management company.

BULLETIN BOARDS

The amenity complex bulletin boards are for community related activities, events, and specific information pertaining to Grand Haven only.

SMOKING POLICY

The amenity complex at Grand Haven is a smoke-free environment.

SAFETY

In the event of emergency please call 911.

An AEI) machine is located on the wall across from the fitness center.

First Aid kits are located under the sink in the kitchen of the clubhouse and also outside under the covered back patio.

POOL RULES

Lifeguards are not provided, **SWIM AT YOUR OWN RISK**

It is the responsibility of the Resident to monitor all of their guests at all times.

Hours for the pool are posted in the pool area by management. The pool always closes at dusk. These hours may be interrupted by required maintenance operations and scheduled activities.

There are specific hours for children and teenagers:

**Children and Teenagers (under the age of 18) are allowed to swim daily
(11am-1pm) and (4pm-6pm)**

Proper swimming attire is required at all times. Cut-offs, dungarees, and Bermuda shorts are NOT permitted in the pool.

Breakable containers of any kind are NOT permitted in the pool area.

NO food is allowed in the pool.

Toddlers may NOT use the pool unless wearing protective diapers,

Personal sound equipment may be used only with earphones.

Any person with skin, eye, ear, respiratory infections, open lesions or wounds, diarrheal illness or nausea may NOT use the pool.

Pool capacity is determined by the state and local regulations. If capacity exceeds regulations, the number of people using the pool will have to be limited. Guests will be asked to leave before residents. **The pool capacity at Grand Haven is 300.**

Diving is prohibited.

"Saving chairs" for persons absent from the pool are is prohibited.

Placing chairs in any portion of the pool is prohibited.

Everyone using pool furniture is responsible for returning it to its proper place after use.

Close umbrellas before leaving the pool

Before leaving your area please place all trash in the trash receptacles.

FITNESS CENTER

Appropriate workout attire is required.

Be courteous and wipe down equipment after use.

Observe all guidelines for using equipment safely.

If other individuals are waiting to use equipment, please limit use to 30 minutes.

ARTS & CRAFTS ROOM RULES

General use of the Arts and Crafts room is available for all residents.

Classes and project demonstrations arranged by various interest groups may require a fee to

cover costs for "make and take" sessions.

ENFORCEMENT OF RULES AND REGULATIONS

The community has a compliance plan in place to provide ample oversight without being heavy-handed. The purpose is to allow the time for remedy while still following the rules and regulations.

There will be 3 stages of pursuit,

Stage 1: First Notice: This **will** be GCM sending a courtesy notice to the resident with 15 days regarding the specific incident.

Stage 2: Second Notice: Another letter to the resident as a warning and notice that if the same incident occurs again there will be possible revocation of amenity privileges.

Stage 3: Third and Final Notice: This will be the last letter and will be sent certified for the same incident. GCM will work with the board to determine the appropriate length of time to revoke amenity privileges with the possibility of this being indefinitely.

PICKLEBALL COURT RULES & REGULATIONS

GENERAL:

The pickle ball courts are for exclusive use by Grand Haven residents and their guests. The courts are available every day for use. All Grand Haven sports facilities, including pickle ball courts, are nonsmoking venues.

RESERVATIONS:

Advanced court reservations are not necessarily necessary but when deemed necessary the association will begin online court reservations, instructions for use of this site will be sent out once this is set up and ready for use.

COURT CARE:

Appropriate attire and only rubber-soled shoes are permitted on the court. No street shoes are allowed.

All courts are intended for PICKLE BALL ONLY. NO play equipment is allowed on any court. This includes, but is not limited to skates, skateboards, roller blades, wheeled vehicles (bikes and tricycles), strollers, toys, play pens, etc.

Pets, alcoholic beverages, food, breakable objects, and controlled substances are also prohibited on the courts. Sports drinks and water in non-glass containers are permitted.

All residents and their guests must thoroughly police the court area following play and place all trash in the waste containers under the pavilion beside the courts.

Expenses associated with property damage caused by residents or their guests will be charged to the responsible resident.

TENNIS COURT RULES & REGULATIONS

GENERAL:

The tennis courts are for exclusive use by Grand Haven residents and their guests.

The courts are available every day for use.

All Grand Haven sports facilities, including the tennis courts are non-smoking venues.

RESERVATIONS:

Advanced court reservations are not normally necessary but when deemed necessary the association will begin online court reservations, instructions for use of this site will be sent out once this is set up and ready for use.

COURT CARE:

Appropriate attire and only rubber-soled shoes are permitted on the court, No street shoes are allowed.

All courts are intended for TENNIS ONLY. NO play equipment is allowed on any court.

This includes, but is not limited to, skates, skateboards, roller blades, wheeled vehicles (bikes and tricycles), strollers, toys, play pens, etc.

Pets, alcoholic beverages, food, breakable objects, and controlled substances are also prohibited on the courts. Sports drinks and water in non-glass containers are permitted.

All residents and their guests must thoroughly police the court area following play and place all trash in the waste containers under the pavilion beside the courts.

Expenses associated with property damage caused by residents, or their guests will be charged to the responsible resident.

DOG PARK RULES AND REGULATIONS

To maintain a safe environment for dogs of all breeds, temperaments, and sizes, the dog park has a set of rules and regulations that all dogs and dog owners must follow.

1. Park is open for use from dawn to dusk.
2. Park may only be used by canine residents of the Grand Haven Community
3. Collar or harness must be worn by the dog at all times in the off-leash area. Note: Prong (spike) and choke collars are not allowed.
4. All dogs should have up-to-date vaccinations for rabies, distemper, parvovirus and Bordetella prior to entering the dog park. A copy of current shot records should be easily accessible if proof of immunization is needed. Dogs that are up to date on vaccinations are less likely to spread certain communicable diseases.
5. When entering the park, do not open the outside gate if the inside gate is open. Be patient. One dog should enter at a time.
6. Keep dogs on leashes at all times except in designated "off-leash" areas. Remove your dog's leash inside the double-gated holding pen and then enter the inside gate. Dogs who are leashed may feel threatened by free roaming dogs.
7. Dog owners must have the leash in hand at all times. In the event of problems, dog owners should be able to quickly leash and remove their dogs from the premises.
8. Dog owners must remain in the park and keep their dog in view at all times, especially in "off-leash" areas. No dog may be unattended. Unattended dogs are more likely to get into trouble and stay in trouble than dogs that are being watched.
9. Puppies under four months of age should not enter the park. Puppies under four months of age have not received all of their vaccinations. They should be kept away from the dog park for their own protection and that of other dogs.
10. Dog owners are legally responsible and assume all liability for the behavior of their dogs and any injury or loss caused by their dogs.
11. No children under the age of twelve are permitted in the dog park. Small children, especially running children may be regarded as prey animals by strange dogs. Dogs may also feel the urge to protect children they know. This tends to cause aggressive behavior.
12. Aggressive dogs are not allowed in the park. Any dogs showing signs of aggression should be removed from the premises. Aggressive dogs tend to engage in fighting behavior. Any dog that engages in fighting and cannot be stopped by voice command does not belong in the dog park.
13. Female dogs in heat are not permitted in the park. Female dogs in heat can cause aggression in male dogs and/or excessive mounting.
14. Do not bring human or dog food including treats inside the park. Food can prompt aggressive behavior between dogs and circumvents problems related to potential allergic reactions for some dogs that may have food allergies.
15. Do not bring any dog toys inside the park. Dogs may claim toys that do not belong to them which may lead to aggressive behavior. Small toys may be a choking hazard to some dogs, especially larger dogs.
16. No smoking is allowed in the dog park.

17. No excessive barking or noise is permitted.
18. Dog owners must clean up any dog droppings made by their pets. Bag all droppings before depositing them in provided receptacles. Owners help keep the dog park clean and well maintained by picking up after their pets.
19. Dog owners must fill in any holes made by their pets.
20. Dog owners are responsible for abiding by the rules and regulations and monitoring of the maintenance and use of the dog park. Violations which cannot be resolved between dog owners can be reported to management for assistance in resolution.
21. In the event of a serious fight or injury please notify management. To report bites, call Animal Control at 770-267-1322. If injury occurs no matter how it began, who said what, or whatever, all involved parties should exchange pertinent information including name, address, and phone numbers..

COMMUNITY GARDEN RULES

- I. Keep our garden beautiful — Pick up trash, pull weeds, and trim vining plants
2. Children and Pets must be supervised at all times.
3. Be respectful of others and their plants
4. Glass containers and littering is prohibited
5. No smoking
6. Be aware of uneven surfaces, walk at your own risk
7. Share the bounty: share extra produce with friends and neighbors
8. Enjoy the sunshine, make new friends, share gardening knowledge, and enjoy fresh food.

GRAND HAVEN AMENITIES USE AGREEMENT

Name (Last, First) _____

INFORMED CONSENT WAIVER and RELEASE AGREEMENT

Thank you for using Grand Haven at Alcovy Mountain Community Association facilities. The association management requests your understanding and cooperation in maintaining both your safety and health by reading and signing the following informed consent agreement.

_____ declare that I intend to use some or all of the facilities offered at Grand Haven by Grand Haven Home Owners Association, Inc. including but not limited to the fitness center, swimming pool, all outdoor courts, community garden, and the clubhouse. All of these activities and programs are collectively referred to as the "facilities". In consideration for being allowed to use the facilities and participate in the events (collectively, the "activities"), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at Grand Haven at Alcovy Mountain brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care, and skill I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Homeowners Association whenever I participate in these activities. I agree to immediately inform a representative of the association and to stop participating in the activities if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire, and that I may also be requested to stop and rest by an association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining proper insurance coverage when participating in the activities and that the association will not provide any insurance coverage to me.

6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated.
7. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics, or fitness activities. I also acknowledge that I have been strongly advised to obtain yearly or more frequently a physical examination and to review with my doctor the activities that are best suited for me. I understand that my decision to participate in the activities is voluntary. The Association does not have the resources to review and is not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physicians approval to participate in the activities or I have elected to participate in the activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.
8. By signing this document I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risk for my health and on behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, release and hold harmless Grand Haven at Alcovy Mountain and all of its subsidiary corporations including, but not limited to, Reliant Homes GA LLC, and their respective directors, officers, employees, and agents, from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
9. Residents are responsible for the conduct of their guests. Comments and complaints are to be directed to the Association Board of Directors.

I declare that the terms of this Informed Waiver and Consent Agreement have been completely read and are fully understood by me, and that if desired, I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Waiver and Consent Agreement for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise related to the facilities and programs described above.

Signature

Printed Name

Signature

Printed Name

Date