



## **The Residences of McLemore Homeowners Association Community Rules and Regulations**

### **Introduction**

To provide the greatest enjoyment of the Community for all owners and their guests, certain community rules and regulations have been established. If everyone will carefully observe these rules and regulations, along with being considerate of others, it will add to the pleasure of all. It is the responsibility of each member of the Association to read and follow the rules and regulations set forth here and ensure that any guests as well as lessees and renters of their McLemore residence(s) are advised accordingly.

Any conflict between these Rules and Regulations and the Association Covenants and By-Laws is to be governed by the Association Covenants.

### **Definitions**

**“Association”:** The Residences of McLemore Homeowners Association

**“Common Area”:** All real and personal property which the Association now or hereafter owns, leases or otherwise hold possessory or use rights in for the use and enjoyment of the Owners. Includes Association Property (including but not limited to roads, rights-of-way, ponds, entrances, landscaped areas and grounds adjacent to Community Amenities).

**“Declaration”:** McLemore Amended and Restated Declaration of Covenants, Conditions, and Restriction.

**“Guest”:** Persons who visit the property with a sponsoring Owner, lessee, or renter.

**“Lessee”:** One (1) or more Persons who have a lease agreement (long-term lease) with an Owner of a McLemore residence whereby the duration of the lease exceeds one (1) consecutive calendar month. Lessees and their guests have access to and utilization of McLemore Amenities as designated in the respective Community Rules and Regulations for the Amenity.

**“Membership”:** Every Owner shall be deemed to have membership in the Association.

**“Occupant”:** Any individual staying overnight in a McLemore residence for a total of more than thirty (30) days, either consecutive or nonconsecutive, in a calendar year, regardless of whether such individual is a tenant (Renter, Lessee), Guest or the Owner of such residence.

**“Owner”:** One (1) or more Persons who hold the record title to any tract of land in the Properties, including, without limitation, a Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**“Owner, Renter, Lessee, or Guests”:** Any reference to Owner, renter, lessee, or guests is inclusive of respective immediate family members.

**“Properties”:** The real property described in Exhibit “A” of the McLemore Amended and Restated Declaration of Covenants, Conditions, and Restriction.

**“Renter”:** One (1) or more Persons who have a rental agreement (short-term lease) with an Owner of a McLemore residence whereby the duration of the rental is less than one (1) consecutive calendar month. Renters, but not their guests, have access to and utilization of McLemore Amenities as designated in the respective Community Rules and Regulations for the Amenity.

## **General Association Rules**

### **Amendments**

The rules set forth in this document may be changed, amended, or repealed at any time and without prior notice. Furthermore, as necessary, community management (Association Board of Directors, Declarant, Golf Club Staff) may make exceptions to the rules at their sole discretion.

### **Alcohol**

The Association will comply with all federal, state, and local laws pertaining to the sale and service of alcoholic beverages. Alcoholic beverages will not be served, sold nor consumed on Association Property and at Community Amenities during such hours as may be prohibited by law.

All instances of intoxication on Association Property and at Community Amenities will be dealt with appropriately.

### **Animals**

Domesticated animals must be accompanied by a competent person in all Common Areas. Domesticated animals are to be attached to a leash and animal excrement waste collected and disposed of appropriately.

Domesticated animals are not to be maintained outdoors on pet cable runs or secured tie-outs on residential or common area properties. Domesticated animals are not to reside in any approved fencing configuration overnight and such outdoor areas are limited to backyard spaces appropriately maintained for animal excrement waste.

### **Attire**

It is expected that Owners will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of our community. It is also expected that Owners will advise their guests, renters, and lessees of our dress requirements as outlined by Georgia Law on Public Indecency (Georgia Law O.C.G.A § 16-6-8).

### **Community Roads**

Speed limit for paved and unpaved community roads, unless posted otherwise, is 20 miles per hour and all vehicles (non-motorized and motorized) are to adhere to posted traffic signage.

### **Controlled Substances**

Controlled substances, as defined by Georgia and federal laws, other than those prescribed by a physician for medical reasons, are not permitted on Association Property or at Community Amenities.

### **Directory**

The Association reserves the right to prepare a community Directory for purpose it deems to be in the best interest of the Association. The Directory may not be used by any Owner for commercial or solicitation purposes, nor given to a non-Owner for any purpose. The Directory is to be published solely for the social convenience of the Owners who shall have the option not to have their contact information included.

### **Enforcement**

An Owner, guest, renter, or lessee may be subject but not limited to fines or having their rights to use the Common Amenities terminated or suspended by the Association if they:

- Permit his or her assigned individual 4-digit Entrance Code to be utilized by a non-Owner or non-authorized user;
- Exhibit unsafe or unsatisfactory behavior, conduct or appearance;
- Fail to abide by the rules and regulations as set forth for the Community Amenities and Association Property.

An Owner and his or her guest, lessee, or renters' rights to use the Common Amenities may be terminated or suspended by the Association if the Owner is more than 60 days delinquent on paying applicable HOA assessments, Club dues or special HOA assessments / Club dues / Tax District levies.

### **Entertainment**

No performance by entertainers will be permitted on Association property without the prior approval of the Association.

### **Gambling**

No gambling held illegal by the State is permitted on Association property.

### **Golf Carts and All Terrain Vehicles (ATVs)**

Golf carts and ATVs may be driven on community roadways and may not be operated on any sidewalk or path that is not specifically designated as such, as well as non-roadway Association Property. Drivers must be at least 16 years of age and possess a valid automobile operating license.

The number of passengers per cart and ATV must not exceed the passenger limit and load capacity designated by the vehicle's manufacture. All persons are required to be seated in an installed seat specifically designed for such, during the operation of the golf cart or ATV and are not permitted to stand or be seated upon the body or frame work. Children age three (3) years and younger may be singularly held in the lap of or secured in a baby carrier attached to an adult (age 18 or older).

### **Golf Course**

The Golf Course is not a Common Area under the terms of the Declaration. The guidelines regarding its' access and use are defined by the Golf Club Membership Plan, By-Laws or Rules.

In addition to players, only authorized equipment, vehicles and personnel incidental to the playing of golf and maintaining its grounds and facilities are allowed on golf course property including but not limited to cart paths, fairways, greens, tee boxes, bunkers, ponds and hazard areas.

Utilization of golf course cart paths by owners, lessees, renters, and guests via walking, jogging, bicycling or private golf carts is subject to McLemore Golf Club Rules and authorization by McLemore Golf Club management.

### **Liability**

Neither the Association, its officers nor its employees shall be liable for any injuries to persons or damage to or loss of property involving Owners, guests, renters, lessees, or other persons on the Association premises. Each Owner, guest, renter or lessee agrees to indemnify and hold the Association and its employees and vendors harmless from and against any and all claims made by them and their guests, renters or lessees, occurring on the Association premises for personal injury, damage to, or loss of property not proximately caused by the gross negligence or willful or wanton conduct of the Association.

### **Mailing Address**

Each Owner shall be responsible for filing with the Association, in writing, his or her mailing address and any changes hereto, to which the Owner wishes all notices and invoices of the Association be sent. An Owner shall be deemed to have received mailing from the Association ten (10) days after they have been mailed to address on file with the Association.

## **Mailing List**

The Association mailing list shall not be used for any commercial endeavors. Furthermore, any solicitations of residents will require Association Board of Directors approval.

## **Noise**

In consideration for providing a tranquil and enjoyable environment for McLemore tenants, Guests and Owners, loud and/or disturbing noise, including but not limited to amplified sound (e.g. music player system, loud speaker, television, radio) anytime and intermittent disturbances (e.g. horns, alarms, animals, power tools) between 10:00 PM and 7:00 AM, deemed excessive by neighbors, is prohibited.

## **Notices**

No notices should be posted on any Association Property or Community Amenities without the Association's approval. Posted notices shall be limited to Association matters.

## **Parking**

All authorized vehicles of an Owner or Occupant shall be parked within spaces designated for parking. All "No Parking" and "Handicap" restrictions shall be observed. Unless authorized by the Declarant or Association Board of Directors, parking on McLemore road rights-of-way, as well as landscaped areas, including but not limited to residential and Common Area tracts incorporating cultivated/natural grasses, mulch and pine straw, is prohibited.

Vehicles determined to be disabled and stored are prohibited from being parked on McLemore Properties, except in garages and designated areas authorized by the Declarant or Association Board of Directors.

Boats, trailers, jet-skis, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini vans or sport utility vehicles used as passenger vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors are prohibited from being parked on McLemore Properties, except in garages and designated areas authorized by the Declarant or Association Board of Directors.

## **Petitions**

No subscription paper, petition, political poster, or similar documents shall be circulated, nor any article exposed for sales or barter on Association Property by Owners, renters, lessees, or guests.

## **Property & Personal Injury**

Each Owner, renter, lessee and guest assumes sole responsibility for his or her property. Every Owner, renter, lessee, and guest shall be liable for any property damage and/or personal injury on Association Property, or at any activity or function operated, organized, arranged or sponsored by the Association, caused by the Owner, renter, lessee, guest or respective family member.

Any Owner, renter, lessee, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game function, exercise, competition or other activity operated, organized, arranged, or sponsored by the Association either on or off the Association's premises, shall do so at his or her own risk. The Owner, renter, or lessee shall hold the Association and its officers, employees, representatives and agents harmless from any and all loss, cost, injury, damage or liability sustained or incurred by him or her, resulting from any act of omission of any owners, owners' officers, employee representatives or agent of the Association. Any Owner, renter, or lessee shall have, owe and perform the same obligation to the Association and any of its officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of the Owner, renter or lessee.

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**Real Estate Signage**

“For Sale” signage is to comply with guidelines on dimensions, material, placement, and brand standards, as well as template, located on the [www.themclemore.com/hoa](http://www.themclemore.com/hoa) website. “For Rent” and “For Lease” signage is not allowed.

**Residential Trash Service**

Residential collection is provided on Mondays. If Monday falls on a Holiday, the trash will be picked up the following day (Tuesday). Residential trash placed curbside by 9:00 AM must be securely bagged and deposited in a lidded trash receptacle. No loose trash and non-residential rubbish, including but not limited to construction debris, landscape clippings/cuttings, and appliances, will be picked up from receptacles or residing curbside.

**Secure Access**

Upon registration Owners will receive a unique 4-digit Entrance Code and 2 RFID Stickers for placement in the left upper portion of their vehicle windshields. Additional RFID Stickers can be issued on request by the Owner for eligible persons 16 years of age or older at a charge of \$10.00 per sticker. Entrance Codes are not transferrable.

Owners shall be responsible for registering and securing Entrance Codes for renters or lessees of any of their properties.

**Solicitations**

No demonstration or solicitation on behalf of any political, sectarian, or other group shall be made on the Association Common Areas, nor shall printed matter on behalf of any person, party, or legislation be distributed in the Activity & Fitness Center or on Association Property.

**Tobacco Products & Vaping**

Owners, renters, lessees, and guests are asked be considerate of others. Owners, renters, lessees, and guests should dispose of any smoking materials properly.

## **Association Property Pond Rules**

### **Access**

No passenger occupied watercraft including, but not limited to, boats, kayaks, canoes or rafts are allowed on Association Property Ponds.

Fishing in Association Property Ponds is allowed on a “catch and release” basis.

### **Animals**

Domesticated animals attached to a lease are allowed within proximity of Association Property Ponds.

### **Behavior**

No Owner, renter, lessee or authorized guest fishing in Association Property Ponds shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for suspension of Association Property Pond usage rights.

### **Children**

Children under the age of 16 years of age must be accompanied at all times by an adult (18 years of age or older) within proximity of Association Property Ponds.

### **Tobacco Products & Vaping**

No tobacco products or vaping are permitted within proximity of Association Property Ponds.

### **Trash**

It is the Owner, renter, lessee, and authorized guest’s responsibility to remove any trash from areas adjoining Association Property Ponds they have created.