



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 Community Amenities (Activity & Fitness Center inclusive of patio and deck, Swimming Pool, Tennis Courts, Founders Path Pavilion, Community Garden, Playground) and 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, except certified service animals, accompanying Owners, renters, lessees, or guests, are not allowed in the Activity & Fitness Center nor Swimming Pool and Tennis Court areas (within fencing). When accompanied by a competent person in all other 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.

Cards & Games

Playing of cards or other games is permitted in rooms or areas set apart for such purposes. The Association shall have the power to stop all games, which in its opinion, may be calculated to bring the Association into disrepute, interfere with proper use of the amenities by other Owners, interrupt its harmony, or jeopardize its licenses.

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 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 in the Activity and Fitness Center or 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. The Association shall not be responsible for any damages to any private property used or stored on the premises of the Association.

The removal from the room in which it is placed, or from the Association's premises, of any property (including but not limited to furniture, equipment, furnishings, fixtures, televisions, utensils, appliances, cooking and serving items) belonging to the Association without proper authorization is not permitted. Every Owner, renter, lessee, and guest shall be liable for any property damage and/or personal injury at the Community Amenities, 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.

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 web site under “HOA” located at the footer of the site’s home page. “For Rent” and “For Lease” signage is not allowed.

Residential Trash Service

Residential collection is provided on Mondays and Fridays. 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.

Demonstration of use of 4-digit Entrance Codes on applicable touch screen or push button keypads may be requested to validate use of the Activity & Fitness Center and Swimming Pool amenities by Owners, renters, lessees, and their authorized guests.

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.

Special Functions & Private Events

All special functions and private events using the Activity & Fitness Center, Swimming Pool, Tennis Courts or Pavilion must be reserved in advance and approved by the Association Board of Directors.

Tobacco Products & Vaping

Owners, renters, lessees, and guests are asked be considerate of others. The entirety of the Activity & Fitness Center, Swimming Pool, Tennis Courts and Pavilion is tobacco free and non-vaping. Owners, renters, lessees, and guests should dispose of any smoking materials properly.

Swimming Pool Rules

Pool Hours

Swimming or sunbathing is permitted during pool operating hours of 8:00 AM – 10:00 PM, seven (7) days per week during pool season (typically Memorial Day through Labor Day weekends).

Animals

Domesticated animals, except certified service animals accompanying Owners, authorized guests, renters or lessees, are not allowed in the pool area. No certified service animals are allowed in pool.

Attire

Owners, renters, lessees, and authorized guests should dress in attire befitting the surroundings of the Community. Extremely revealing attire, such as a thong, is not suitable for the family atmosphere of the pool.

Behavior

No Owner, renter, lessee or authorized guest within the pool area 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 swimming pool usage rights.

Running, boisterous or rough play, pushing, offensive or disruptive splashing or yelling, diving or jumping without care and caution, improper conduct causing undue disturbances, or any acts which would endanger any patron are prohibited.

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).

Swim diapers are required for all children who are not toilet trained and changing diapers is to be done in the restrooms not the pool area.

Contamination

Any Owner, renter, lessee, or guest found contaminating the pool is subject to suspension of swimming pool usage rights and is liable for any costs associated with remedying the contamination.

Pool Equipment

Poolside equipment, i.e. skimmer baskets and pole, life hook and rescue pole, are for applicable swimming pool use only and are not to be utilized otherwise, e.g. retrieving items from pond, etc.

Glass

There is to be no glass containers in the pool area.

Guest Policy

Each Owner or lessee may bring up to five (5) accompanied guests per residence at any one time to the pool. Unaccompanied authorized guests are not permitted and the guest policy is not applicable to renters.

Any more than five (5) guests are deemed to constitute a private event that is subject to the guidelines outlined under the **Reservations** heading.

Gum

No gum is allowed in the pool area

Identification

Owners, renters, and lessees may be asked by the Association to demonstrate use of their active assigned 4-digit Entrance Code on the pool gates push button keypads to ensure pool usage is restricted to Owners, renters, lessees, and their authorized guests only.

Lifeguards

No lifeguards will be on duty. The Residences of McLemore HOA pool is operated under a "Swim at your own Risk" policy and great care should be taken.

Radios

Radio volume shall be kept at a level that does not disturb others.

Reservations

Usage of the pool area is on a "first come, first served" basis. Reservations for Owner or lessee private pool events are made through the Association management and will require a security deposit and non-refundable fee.

Limits:

- Each private pool event is limited to no more than twenty (20) non-Owner/lessee guests
- There is a two (2) hour maximum time limit for private pool events.
- Each Owner or lessee is limited to no more than three (3) private pool events per season.
- The pool is unavailable for Owner or lessee private events on holidays.
- Reservations for weekend private pool events may be limited or restricted to designated hours.

Tobacco Products & Vaping

No tobacco products or vaping are permitted in the pool area.

Swimming Lessons

All private and group swim lessons are to be implemented by Association approved vendors only.

Toys / Equipment

No tennis balls, footballs, super-soaker water guns or floats larger than 24-inches are allowed in the pool.

Trash

It is the Owner, renter, lessee, and authorized guest's responsibility to remove or properly dispose in provided receptacles any trash from the pool area that they have created.

Umbrellas

Owners, renters, lessees, and authorized guests are to close pool area umbrellas when they are finished using them.

Activity & Fitness Center Rules

Activity & Fitness Center Hours

Social, recreational, and exercising activities permitted during Activity & Fitness Center, inclusive of deck and patio, operating hours of 6:00 AM – 12:00 AM, seven (7) days per week.

Animals

Domesticated animals, except certified service animals accompanying Owners, authorized guests, renters or lessees, are not allowed in Activity & Fitness Center. Domesticated animals attached to a leash are allowed on deck and patio.

Attire

Owners, renters, lessees, and authorized guests should dress in attire befitting the surroundings of the Community. Shirts and footwear are required components of attire suitable for the Activity & Fitness Center, inclusive of the deck and patio, with the exception of pool patrons accessing the Fitness Center restroom facilities.

Closed toed shoes are required for use of Fitness Center exercise equipment.

Behavior

No Owner, renter, lessee or authorized guest within the Activity & Fitness Center, inclusive of deck and patio, 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 Activity & Fitness Center 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) in the Activity & Fitness Center.

Furnishings

Owners, renters, lessees, and guests utilizing the Activity & Fitness, inclusive of the deck and patio, are to return all furnishings including but not limited to chairs, couches, tables, pool table covers, and rugs to their original placement or storage if rearranged during use.

Guest Policy

Each Owner or lessee may bring up to five (5) accompanied authorized guests per residence at any one time to the Activity & Fitness Center. Unaccompanied authorized guests are not permitted and the guest policy is not applicable to renters.

Any more than five (5) authorized guests are deemed to constitute a private event that is subject to the guidelines outlined under the **Reservations** heading.

Identification

Owners, renters, and lessees may be asked by the Association to demonstrate use of their active assigned 4-digit Entrance Code on the Activity & Fitness Center touch screen or push button keypads to ensure facility usage is restricted to Owners, renters, lessees, and their authorized guests only.

Reservations

Usage of the Activity & Fitness Center, inclusive of deck and patio, is on a “first come, first served” basis. Reservations for private Activity & Fitness Center inclusive of deck and patio events are made through the Association management and will require a security deposit and non-refundable fee.

All reservations for Activity & Fitness Center private events will be posted at a designated area in the Activity & Fitness Center.

Tobacco Products & Vaping

No tobacco products or vaping are permitted in Activity & Fitness Center, inclusive of the deck and patio.

Trash

It is the Owner, renter, lessee, and authorized guest's responsibility to remove or properly dispose in provided receptacles any trash from the Activity & Fitness Center, inclusive of the deck and patio, they have created.

Tennis Court Rules

Tennis Court Hours

Tennis play permitted during Tennis Court operating hours of 6:00 AM – sundown, seven (7) days per week.

Animals

Domesticated animals, inclusive of certified service animals accompanying Owners, authorized guests, renters or lessees, are not allowed in Tennis Court area (within fencing).

Attire

Owners, renters, lessees, and authorized guests should dress in attire befitting the surroundings of the Community. Proper tennis attire (e.g. no cut-offs, jeans, etc.) inclusive of tennis shoes and shirts must be worn during play.

Behavior

No Owner, renter, lessee or authorized guest utilizing the tennis courts 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 Tennis Court usage rights.

Children

Children under the age of 14 years of age must be accompanied at all times by an adult (18 years of age or older) when playing tennis on the Tennis Courts. Children who are not playing tennis are not allowed on the courts.

Court Time

Players will be allotted one and one-half hours for singles or doubles play in the event Tennis Court demand for play by other Owners, renters, lessees, and authorized guests exceeds court availability.

Court Use

Tennis Courts are for tennis use only; no bicycles, skates, skateboards or roller blades are allowed. Any of these items taken through the Tennis Court area must be carried.

Food and Beverage

No food or beverages are allowed on the courts, except water in a non-breakable container

Guest Policy

Each Owner or lessee may bring up to three (3) accompanied authorized guests per residence to play on the Tennis Courts at any one time. Unaccompanied authorized guests are not permitted and the guest policy is not applicable to renters.

Any more than three (3) authorized guests are deemed to constitute a private event that is subject to the guidelines outlined under the **Reservations** heading.

Gum

No gum is allowed in the Tennis Court area.

Reservations

Usage of the Tennis Courts is on a “first come, first served” basis. Reservations for private Tennis Court events are made through the Association management and will require a security deposit and non-refundable fee.

Tobacco Products & Vaping

No tobacco products or vaping are permitted in the Tennis Court area (within fencing).

Trash

It is the Owner, renter, lessee, and authorized guest's responsibility to remove any trash from the Tennis Court area they have created.

Pavilion Rules

Pavilion Hours

Social, recreational and exercise activities permitted during Pavilion operating hours of 7:00 AM – 10:00 PM, seven (7) days per week.

Animals

Domesticated animals attached to a leash are allowed at the Pavilion.

Attire

Owners, renters, lessees, and authorized guests should dress in attire befitting the surroundings of the Community. Shirts and footwear are required components of attire suitable for the Pavilion.

Behavior

No Owner, renter, lessee or authorized guest within the Pavilion 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 Pavilion 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) at the Pavilion.

Furnishings

Owners, renters, lessees, and authorized guests utilizing the Pavilion, inclusive of the deck and patio, are to return all furnishings including but not limited to chairs and tables to their original placement or storage if rearranged during use.

Guest Policy

Each Owner or lessee may bring up to five (5) accompanied authorized guests per residence at any one time to the Pavilion. Unaccompanied authorized guests are not permitted and the guest policy is not applicable to renters.

Any more than five (5) authorized guests are deemed to constitute a private event that is subject to the guidelines outlined under the **Reservations** heading.

Reservations

Usage of the Pavilion is on a “first come, first served” basis. Reservations for private Pavilion events are made through the Association management.

All reservations for the Pavilion private events will be posted at a designated area in the Pavilion.

Tobacco Products & Vaping

No tobacco products or vaping are permitted at the Pavilion.

Trash

It is the Owner, renter, lessee, and authorized guest’s responsibility to remove or properly dispose in provided receptacles any trash from the Pavilion they have created.

Community Garden Rules

Amenity

The Community Garden, located next to the Tennis Courts, is a fenced enclosure with water consisting of eight (8) raised planting sites and a storage shed. The sites rent for \$50 cash payment for the planting season with fees going towards garden upkeep and any residual funds to the Association.

Animals

Domesticated animals attached to a leash are allowed within the Community Garden.

Behavior

No Owner, renter, lessee or authorized guest within the Community Garden 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 Community Garden usage rights.

Children

Children under the age of 14 years of age must be accompanied at all times by an adult (18 years of age or older) within the Community Garden.

Planting Site Renter Guidelines

Planting site renters agree to:

- Maintain assigned planting site(s) free of weeds and debris during growing season and remove all weeds, debris and remaining plantings at the end of the growing season.
- Utilize site refuse container for trash and debris disposal.
- Properly store materials and tools utilized in potting shed, assigned storage containers and hose racks.

Tobacco Products & Vaping

No tobacco products or vaping are permitted within the Community Garden.

Trash

It is the Owner, renter, lessee, and authorized guest's responsibility to remove or properly dispose in provided receptacles any trash from the Community Garden they have created.

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.