

RULES AND REGULATIONS
OF
THE ORCHARDS OF WINDWARD CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE JUNE 1, 2024

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**RULES AND REGULATIONS
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THE ORCHARDS OF WINDWARD CONDOMINIUM ASSOCIATION, INC.**

The following Rules and Regulations have been adopted by the Board of Directors of The Orchards of Windward Condominium Association, Inc. pursuant to Paragraph 9(c)(vii) of the Declaration of Condominium for The Orchards of Windward Condominium Alpharetta, Georgia ("Declaration") and shall replace any prior Rules and Regulations.

I. INTRODUCTION

These Rules and Regulations are established pursuant to the Declaration in order to promote enjoyment of the Condominium by the Unit Owners and residents and to protect home values in the Condominium.

The following Rules and Regulations supplement the restrictions and requirements in the Declaration and the By-Laws of The Orchards of Windward Condominium Association, Inc. ("Bylaws") and are not intended to modify or limit them. It is recommended that you keep the Declaration, By-Laws, these Rules and Regulations as well as other communications from the Association in a convenient location for easy reference. For purposes of these Rules and Regulations, any capitalized terms defined herein shall have the meaning ascribed to such terms in the Declaration.

II. ENFORCEMENT

If any violation has not been remedied ten (10) days after written notice to the Unit Owner, the Association may suspend temporarily the use of the Common Elements, including the recreational facilities, levy a fine of up to fifty dollars (\$50.00) per day, and/or perform self-help to correct the violation. Provided, however, notwithstanding the forgoing, any vehicles in violation of the Declaration and/or these Rules and Regulations shall be subject to immediate towing without notice at the owner's expense. Additional legal action may be brought against the violator at the discretion of the Association.

III. GROUNDS CARE AND AESTHETICS

A. Alteration of Grounds, Structures and Landscaping

1. Paragraph 14 of the Declaration contains strict architectural controls. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner which would change the exterior appearance of any Unit or any other portion of the Condominium, nor shall any exterior addition, change or alteration thereto be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural control committee appointed by the Board in accordance with Paragraph 14 of the Declaration. This includes, without limitation, any additions, modifications or alterations to the facade of the building, changes to fences and walls, and attachments to the patios and veranda areas. Nothing may be hung or displayed, nor may signs, canopies, shutters or any other devices or ornaments be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Board of Directors or by an architectural control committee appointed by the Board or otherwise permitted herein. The Association may remove or correct unauthorized additions, changes, or alterations at the Unit Owner's expense.
2. Storm doors of the approved design and color may be installed at a Unit at the Unit Owners' expense with written approval from the Board of Directors or by an architectural committee appointed by the Board. Specific information about approved storm doors may be obtained from the Association's management agent.

B. Damage to Limited Common Elements and/or Common Elements

Any damage to the Limited Common Elements and/or the Common Elements, including but not limited to, patios, verandas, building exteriors, sidewalks, curbs, shrubs and grass, or to any portion of the Unit which the Association is responsible for maintaining caused by a Unit Owner, residents, guests of an Owners, or others hired by a Unit Owner or resident are the sole responsibility of the Unit Owner. To ensure that proper installation procedures are followed, residents should employ only reputable professional contractors with appropriate licensure. Any electrical or plumbing work that could impact the Limited Common Elements and/or the Common Elements must be coordinated with the Association through its management agent.

C. Clotheslines

Outside clotheslines or other outside facilities for drying or airing clothing are strictly prohibited, including within patio and veranda areas.

D. Window Treatments

- a. All window and door treatments that are visible from the exterior of a Unit including, without limitation, curtains, draperies, blinds, shades, drapery linings, and valances shall be white or off-white in color, and shall be of suitable size and dimension, in height and width, to fully cover such window or door.
- b. Foil and other reflective materials are not permitted on windows.

E. Patios and Verandas

Residents shall maintain patios and verandas in a clean, neat and orderly condition and appearance. Towels, bathing suits, car covers, blankets, rugs, or other such items shall not be draped over the patio fence or veranda railing or left on or in any portion of the Limited Common Elements or Common Elements. Window boxes are not permitted on the fence. Mops, brooms, buckets or other such cleaning items shall not be stored on patios or verandas.

F. Decorative Items

No furniture, decorative items or any other objects may be placed on the Limited Common Elements or Common Elements except as expressly permitted herein or otherwise approved by the Association in writing.

1. Bird Feeders:

- a. A maximum of one (1) small bird feeder per Unit may be kept on the Common Elements adjacent to each Unit.
- b. The bird feeder shall be no larger than 12" L x 10" W x 12" H.
- c. The Unit Owner is responsible for maintaining and cleaning the bird feeder.
- d. The Board of Directors reserves the right to remove any bird feeder that it deems in its sole discretion to create a hazard or an unreasonable disturbance or annoyance.

2. Bird Baths:

- a. A maximum of one (1) bird bath per Unit may be kept in the landscape bed adjacent to the Unit.
- b. The bird bath must be no larger than 28" height and 16" width.
- c. The Unit Owner is responsible for maintaining and cleaning the bird bath.
- d. The Board of Directors reserves the right to remove any bird bath that it deems in its sole discretion to create a hazard or an unreasonable disturbance or annoyance.

3. Exterior Façade:

- a. Nothing shall be attached to the exterior façade including the siding, stonework, and brick without express written approval of the Board of Directors. This prohibition includes, without limitation, vines, trellises, flowering plants, window boxes, and decorations.

4. Furniture:

- a. Small outdoor furniture in good repair and black or brown in color may be placed on the front porch.
- b. Furniture must be designed and manufactured for outdoor purposes and must be made of wrought iron, metal, cast iron, aluminum, iron, wicker, rattan, plastic, wood, or mesh and sling fabric.

5. Statuary Items:

- a. A maximum of six (6) small statutory figures may be placed in the landscape bed. The landscape bed is defined as the area adjacent to the Unit inside the walkway that runs between the front door and the driveway and the soiled area adjacent to the Unit that runs between the front door and the Air Conditioning unit.
- b. Statuary figures must be designed and manufactured for outdoor purposes, be black, brown, tan, green, blue, or terra cotta in color and made of stone, cast concrete or plaster or terra cotta.
- c. Statuary figures must be no larger than 28" height and 16" width.

6. Planters:

- a. A maximum of two (2) planters total per Unit may be placed on the front porch. The front porch is defined as the concrete pad between your front door and where the sidewalk begins (96" in a straight line from the front door). Front porch planters shall not be larger than 14" in diameter.
- b. A maximum of two (2) planters total per Unit may be placed in the driveway. Driveway planters must be placed either in the corner of where the building meets the driveway, and/or under the garage light. Driveway planters shall not be larger than 18" in diameter. Driveway planters shall not be placed in an area that obstructs vehicular ingress or egress or creates a hazard.
- c. A maximum of six (6) total planters per Unit may be placed in the landscape bed. The landscape bed is defined as the area adjacent to the Unit inside the walkway that runs between the front door and the driveway, and the soiled area adjacent to the Unit that runs between the front door and the Air Conditioning unit. The six (6) maximum total planters per Unit in the landscape bed is inclusive of hanging planters which must be placed on shepherds hooks. No hanging planters may be attached to the exterior of the Unit or to a fence. Planters in the landscape bed shall not be larger than 14" in diameter.
- d. Units with a patio and patio fence. Placement of planters outside the patio fence is prohibited. Planters are only permitted inside the patio fence. Plants growing inside the patio fence must not exceed the height of the patio fence.
- e. No planters are permitted on the sidewalk. The sidewalk is defined as the concrete path adjacent to the Unit that runs between the front door and the driveway.
- f. Planters must consist of replicate natural materials in natural tones.
 - i. Natural materials include terra cotta, cast concrete, marble, stone and clay.
 - ii. Natural tones consist of one of the following: black, brown, tan, green, blue, terra cotta.
- g. Planters must be in good repair and maintained with healthy plants.
- h. Empty and dead planters must be removed.

7. Prohibited Items:

- a. Artificial flowers and vegetation
- b. Basketball goals

- c. Bird houses
- d. Decorative flags
- e. Garden hose hangers
- f. Ground landscape lights
- g. Laundry poles and clotheslines
- h. Mounted hose reels
- i. Ornamental rocks and stones
- j. Stepping stones
- k. Swing sets
- l. Wall plaques
- m. Window boxes
- n. Window stickers
- o. Windsocks
- p. Yard or lawn ornaments
- q. Yard signs
- r. Items attached to the exterior of a Unit, fence, window, or in the yard area
- s. Items on window ledges that are visible from the street
- t. Items on sidewalks
- u. Wind chimes

G. Holiday Decorations and Decorative Wreaths

1. Holiday Decorations:

- a. Reasonable seasonal decorative lights in windows and reasonable holiday decorations on exterior doors and on the Limited Common Elements may be displayed between October 1 and January 7. Additionally, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit.

2. Decorative Wreaths:

- a. Decorative wreaths are permitted year-round.
- b. A maximum of one (1) decorative wreath in total may be hung on the front door only, except for Units with a patio and a patio door.
- c. For Units with a patio and patio door, a maximum of two (2) decorative wreaths in total may be hung as follows: one (1) decorative wreath may be hung on the front door, and one (1) decorative wreath may be hung on the patio door.

H. The American Flag

The American Flag may be flown or displayed at any time in accordance with the Freedom to Display American Flag Act of 2005 and the U.S. Flag Code. The flag shall not be attached to the exterior of the Unit without prior written approval from the Board of Directors.

I. Landscaping

1. Flowers:

- a. Annual and perennial flowers may be planted in the landscape bed adjacent to Unit. The landscape bed is defined as the area adjacent to the Unit inside the walkway that runs between the front door and the driveway and the soiled area adjacent to the Unit that runs between the front door and the Air Conditioning unit. The annual and perennial flowers shall not exceed 24" in height.
- b. Unit Owners are responsible for maintenance of the annual and perennial flowers planted in the landscape bed. Dead annual and perennial flowers must be removed by the Unit Owner at the end of the growing season. Annual and perennial flowers not maintained during the growing season will be removed by the

Association and the cost for such removal will be the responsibility of the Unit Owner.

2. Landscaping Improvements:

- a. No landscaping may be planted, transplanted or removed without prior written approval of the Board of Directors or by an architectural committee appointed by the Board.
- b. Unit Owners may submit written requests to install landscaping improvements to the Board of Directors or an architectural committee appointed by the Board in accordance with Paragraph 14 of the Declaration.
- c. Additional landscape plants that may be considered must be of a species already in use at the Condominium property.
- d. In reviewing a Unit Owner's proposal, the Board of Directors or an architectural committee appointed by the Board will consider whether the proposed improvement complements the existing landscaping.
- e. The Association will maintain approved landscaping improvements, including mulching, pruning and fertilization. However, should the landscaping improvement die, the Unit Owner shall be responsible for the cost of replacement.

J. Littering

Trash, litter and cigarette butts shall not be discarded in the walkways, street, parking areas, or off patios or verandas onto the Common Elements.

K. Storage

All personal property, such as lawn chairs, toys, bicycles, tables, etc. must be kept inside the patio or veranda area or inside the garage. Personal property maintained within the patio area may not be visible above the patio fence with the exception of table umbrellas.

L. Bulletin Boards

Bulletin boards may be placed upon the Common Elements by the Association to provide general Association information to Unit Owners and residents. Unit Owners and residents shall not post anything on the bulletin boards.

M. Satellite Dishes and Antennas

Satellite Dishes and Antennas are not permitted on the Common Elements, including, without limitation, the roofs and exterior facade.

N. Barbecue Grills

Barbecue grills, smokers and griddles shall be stored in garages or on enclosed patios except when in use.

IV. SANITATION AND RESIDENTS

A. Common Elements

Residents shall not obstruct the Common Elements, including but not limited to, the sidewalks or lawn areas with equipment, furnishings, bicycles, toys, wood, grills, boxes or other objects and shall use these areas for the purpose of free access and usage intended by design.

B. Grills

Grills may be used only in accordance with federal, state and local ordinances, including, but not limited to, fire protection and prevention codes as established and/or enforced by the State of Georgia or Fulton County, Georgia. No cooking on grills is permitted on any part of the Common Elements unless such grill has been placed upon the

Common Elements by the Association. Use of gas grills provided by the Association must be operated by adults only and must be cleaned immediately after use. Personal grills must be kept in the garage or enclosed patio except when in use.

C. Firearms and Fireworks

The use of firearms and fireworks upon the Common Elements is strictly prohibited.

D. Trash

Trash containers shall not be set outside prior to 12:00 p.m. the day before collection and containers must be put away by 9:00 p.m. the day of collection. Only trash containers with lids are permitted. All trash containers for collection must be set outside on the driveway adjacent to the garage under the garage lights. Trash containers must be kept inside the garage when not set outside for collection.

E. Residents, Roommates and Guests

All residents, roommates and guests are subject to the Declaration, Bylaws and these Rules and Regulations of the Association. The Unit Owner is responsible for the actions of all residents, roommates and guests.

V. Signs

1. Real Estate Signs:

No sign may be hung or displayed from inside the windows, except professionally prepared "For Sale" and "For Rent" signs. No real estate signs are permitted upon the Common Elements.

2. Security System Signs:

One (1) security system sign is permitted in the landscape bed adjacent to the Unit. The landscape bed is defined as the area adjacent to the Unit inside the walkway that runs between the front door and the driveway and the soiled area adjacent to the Unit that runs between the front door and the Air Conditioning unit.

VI. Pool

Please see The Orchards of Windward Condominium Pool Rules & Regulations attached hereto as Exhibit "A" and Pool Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, for pool rules and hours, which are adopted by the Board and distributed annually.

VII. Recreational Areas

A. Individual's Responsibility

The recreational facilities on the Common Elements shall be for the exclusive use of Units Owners and residents and their guests. Guests are to be accompanied by the Unit Owner or resident. Please be courteous and respect the rights of others.

B. Proper Use of Recreational Facilities

The recreational facilities are to be used solely for recreational activity.

C. Pets

Pets are not permitted in the recreational facilities.

D. Containers

No glass bottles or containers shall be brought onto the recreational facilities.

E. Personal Property

When leaving the recreational facilities, Unit Owners, residents and guests must remove all personal property and trash. No personal property is to be left unattended on the recreational facilities. The Association is not responsible for any personal property left on the recreational facilities.

F. Hours of Operation

The recreational facilities may be used only between 8:00 a.m. and 10:00 p.m. daily.

VIII. Pets

A. Owner's Responsibility

The owner of a pet shall be solely responsible for any damage or injury caused within the Condominium by the pet and for controlling the behavior of the pet. Any pet which is upon the Common Elements must wear a tag showing the name and address of the pet owner. All pets must be cared for, maintained and properly licensed as required by the State of Georgia and Fulton County, Georgia ordinances.

B. Leashes / Supervision / Confinement

1. No pet shall be permitted on the Common Elements unless it is on a leash and under direct control and supervision at all times.
2. Pets must be walked away from buildings and walkways. Owners of pets shall be responsible for immediately removing all of their pet's waste from the Common Elements and Limited Common Elements and properly disposing of it. Any violation is subject to a fine.
3. Pets shall not be permitted to roam outside. Pets shall be fed inside the Unit only, and food shall not be stored on the patios or verandas.
4. No pet shall be staked or tied outside or left unattended on a patio or veranda, nor shall any structure or pen for a pet be built or placed on a patio or veranda or any portion of the Common Elements.

C. Restrictions on Type and Number of Pets

Only those animals which are permitted under Section 14 (g) of the Declaration shall be permitted upon the Condominium property. Additionally, no more than two (2) generally recognized house pets (e.g., dog, cat, etc.) may be kept in any residence and such household pets shall weigh no more than a combined one-hundred twenty-five (125) pounds.

D. Nuisance

1. All barking, noise and odors shall be kept under control by the resident so as not to disturb other residents and so as not constitute a nuisance.
2. A Unit Owner or resident shall remove or control, as required by the Board, any pet judged to be a nuisance by the Board of Directors.

E. Burial of Pets

No burying of pets or scattering of pet ashes is permitted on the Condominium property, including the Common Elements or Limited Common Elements.

IX. GARAGES / PARKING / TOWING / MOVING

A. Garages

Garages shall be closed at all times, unless in use.

B. Parking

1. All parking by residents or guests must be: (a) within the garage, (b) in the Limited Common Element area in front of the garage door, (c) in the designated parking spaces at the Clubhouse area, or (d) on the side drive in such a manner so as not to block any other resident's access to the garage or street. PARKING IS PROHIBITED IN THE "TURN-AROUND" AREAS AT THE END OF THE DRIVEWAY. Vehicles parked in the turn-around areas or in the Clubhouse area (outside designated spaces) are subject to being towed. No vehicle may be parked in the Clubhouse parking area for more than 48 hours without the Board's approval.
2. No boats, canoes, jet skis, or other watercraft, boat trailers (either with or without wheels), mobile homes, motor homes, trailers of any kind (either with or without wheels), trucks (larger than a 3/4 ton pickup), truck campers, campers, camper trailers, tractors, tractor-trailers, travel trailers, any vehicle used for commercial purpose or with commercial writings on its exterior, motorcycles, motorized bicycles, motorized go-carts, or golf carts shall be parked on any street or driveway overnight. Other vehicles used for recreational purposes (e.g., van conversions / RVs) not garage-able and not exceeding 20' in length, may be temporarily parked in the Limited Common Element area in front of garage of the Unit for not more than forty-eight (48) hours to allow for loading and unloading. Such vehicles shall not block access to other Units and Limited Common Element parking areas. Commercial moving trucks and other commercial vehicles may also be parked in the Limited Common Element area in front of the garage of a Unit when performing services at that Unit.
3. The following vehicles are also prohibited upon the Condominium Property: abandoned vehicles, partially or completely dismantled vehicles, inoperative vehicles, and vehicles with an expired license plate or an expired resident sticker.
4. No vehicle shall be parked in any manner that blocks any mailbox, street or driveway, or that blocks ingress/egress to another Unit's garage. Reckless operation of a any vehicle, excessive speed, and parking or driving on the lawn is prohibited.
5. No vehicle repair or serving work is permitted on the Condominium property, except for emergency repairs of a minor nature (e.g., changing flat tire, charging or replacing battery, etc.).

C. Towing

The Association is expressly authorized to immediately tow, at the Owner's expense, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein, in the Declaration or the Bylaws.

D. Moving

All moving into or out of a Unit shall be done between the hours of 8:00 a.m. and 10:00 p.m. In addition to the foregoing, the Unit Owner shall be responsible for any and all damages caused to the Condominium Property by the Unit Owner, resident, moving company or any third party, as a result of the move, and such damages shall be the sole responsibility of the Unit Owner. Streets, driveways and parking areas within the Condominium Property are private and may not necessarily accommodate large trucks. Therefore, all Unit

Owners and residents are urged to take the necessary precautions in order to avoid causing damage to any portion of the Condominium Property.

X. NUISANCES / NOISE DISTURBANCES / SOLICITATION

A. Nuisances

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium, except in containers specifically designed for such purpose, nor shall any odors be permitted so as to render any portion of the Condominium unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Condominium. No obnoxious or offensive activity shall be carried on, within or upon the Condominium, nor shall anything be done thereon which may become an annoyance to other Owners. All Unit Owners, residents and their guests shall refrain from any act or use of a Unit or the Common Elements which could result in the cancellation of insurance carried by the Association or which could be in violation of any law or governmental code or regulation. Nothing herein shall be construed to affect the rights of an aggrieved Unit Owner to proceed individually for relief from interference with his property or personal rights.

B. Noise Disturbances

Noises and/or sounds resulting from persons, activities, televisions, radios, stereos, musical instruments, pets or devices within a Unit shall not disturb other residents. Any excessive noise or sound which can be heard outside the windows, walls, ceilings, floors or doors of a Unit shall constitute unacceptable noise and will therefore constitute a violation of this section. Quiet hours at the Condominium shall be between 10:00 p.m. and 8:00 a.m.

C. Solicitation

Solicitation is not authorized on the Condominium Property. Garage sales, tag sales and estate sales are specifically prohibited, unless approved by the Board of Directors as a planned community-wide event.

XI. CLUBHOUSE

A. Use of Clubhouse

The Clubhouse is kept locked at all times and can only be accessed by an access code. The access code is not to be provided to anyone except the cleaning contractor and the pool contractor pursuant to a written contract.

B. Recreational Equipment

Use of recreational equipment, exercise equipment, or other similar items, if provided, may be used only in accordance with the manufacturer's recommendations and the Rules and Regulations of the Association. Persons using the recreational and exercise equipment do so at their own risk and assume all responsibility for injury that may occur.

C. Clubhouse Reservation

1. If a Unit Owner or resident wishes to reserve the Clubhouse for a private function (hereinafter referred to as the "Clubhouse Function"), the Unit Owner or resident must first obtain approval of the Association, in writing, at least five (5) days in advance of the Clubhouse Function. In order to reserve the Clubhouse, a Unit Owner or resident must complete and execute the Clubhouse

Reservation Form and Clubhouse Reservation Agreement attached hereto as "Exhibit "C" and submit it to the Board along with the non-refundable reservation fee and refundable cleaning and damage deposit. Any Unit Owner or resident who reserves the Clubhouse for a Clubhouse Function is responsible for any and all damage to the Condominium property which occurs as a result of the Clubhouse Function. The Unit Owner or resident is also responsible to ensure that the Clubhouse is properly cleaned after completion of the Clubhouse Function and that the Board of Directors or other designated Association representative has inspected the Clubhouse to ensure it is returned in a clean and acceptable condition. The use of the Clubhouse is restricted to Unit Owners and residents and their guests. The Clubhouse is not available for rent or reservation by outside individuals or organizations.

2. The Clubhouse Reservation Rules and Regulations attached as Exhibit "D" apply to all Clubhouse reservations.
3. The following additional rules apply to the use of the Clubhouse:
 - a. A refundable cleaning and damage deposit and a non-refundable reservation fee are required. The current amount of the refundable cleaning and damage deposit are stated on the Clubhouse Reservation Form and Clubhouse Reservation Agreement. Reservations are granted on a first-come first-served basis.
 - b. The reserving Unit Owner or resident and their guests will only have exclusive use of the party room in the Clubhouse. Guests may not use the pool deck, pool or exercise equipment during the Clubhouse Function. The pool deck, pool and the exercise room may not be reserved for any Clubhouse Function. No party items will be furnished by the Association.
 - c. The reserving party is responsible for all clean-up and trash removal. Clean-up must be done immediately after the Clubhouse Event.
 - d. The refundable cleaning and damage deposit will be used to pay for cleaning costs and to repair any and all damages resulting to the Clubhouse, its contents, or any other portion of the Condominium property from any actions of persons present at, attending, or in any other way related to the Clubhouse Function. If the costs incurred by the Association for cleaning or repairs exceed the amount of my deposit, the reserving party shall pay the Association the full cost of all repairs within 10 days of receipt of a bill from the Association.
 - e. Items left in the Clubhouse refrigerator for more than 12 hours will be discarded by the Association.

XII. SALES & LEASING

A. The Orchards of Windward Condominium Governing Documents

Any Owner who sells or who leases his/her/its Unit shall give notice in writing to the Board of Directors of such sale or of such lease stating the name, address and telephone number of the purchaser or lessee, the term of the lease, and such other information as the Board may reasonably require. Each Unit Owner who sells or leases his/her/its Unit shall provide a copy of the Declaration, By-Laws, and Rules and Regulations of the Association to each purchaser and lessee prior to the closing of the sale or the commencement of a lease.

B. Filing of a Lease

The Unit Owner is responsible for providing the management agent with a copy of the lease agreement prior to the commencement of the lease, and the Unit Owner is responsible for assuring that the lease complies with the Association's governing documents. Tenants may be denied use of the Common Elements, including parking privileges, if an approved lease is not on file.

C. Suspension of Use of Common Elements

In the event the Association suspends the right of a Unit Owner to use the recreational facilities or any other portion of the Common Elements of the Condominium, such suspension shall also apply to all tenants of the Unit Owner.

Exhibit "A"

The Orchards of Windward Condominium Pool Rules and Regulations

1. PLEASE SEE THE ATTACHED SCHEDULE (EXHIBIT "B") FOR THE POOL HOURS.
2. **THERE IS NO LIFEGUARD ON DUTY. ALL SWIMMING IS AT YOUR OWN RISK.**
3. The pool is restricted for the exclusive use of Unit Owners whose rights to use the Common Elements have not been suspended, residents and guests. If a Unit Owner's right to use the Common Elements has been suspended, no resident or guest of the Unit may use the Common Elements, including the pool area, during the period of suspension.
4. If a pool pass system is implemented, a pool pass must be shown upon entry to the pool area and remain visible while in the pool area.
5. All guests must be accompanied by the Unit or a resident at all times. Please respect the rights of other residents and limit the number of guests that you invite to the pool. No more than three (3) guests per Unit are permitted without prior approval of the Board of Directors.
6. Children under the age of twelve (12) must be accompanied by an adult who is at least eighteen (18) years of age.
7. Swimsuits must be worn while in the pool. Cut-offs and thong-style swimsuits are strictly prohibited in the pool area.
8. Wet swimsuits are not permitted in the Clubhouse.
9. All incontinent persons must wear swim diapers or swim pants while in the pool.
10. No persons who are sick with diarrhea shall use the pool.
11. No glass bottles or other glass containers may be brought into the pool area. All beverages must be in non-glass containers.
12. Diving, running, pushing, dunking, roughhousing, horseplay and other boisterous activity are prohibited.
13. Pets are not permitted in the pool area at any time.
14. Personal listening devices are permitted only with the use of headphones or earbuds, provided they do not disturb other patrons.
15. The Association has the right to eject from the pool area anyone exhibiting unruly, dangerous or other inappropriate behavior.
16. Lounge chairs are available on a first-come, first-served basis and cannot be reserved. However, you may bring your own chair from home provided it is removed upon leaving the pool area.

17. Floats may be used only when they do not interfere with other patrons.
18. All personal items must be removed upon leaving the pool area. The Association is not responsible for the loss or damage to personal items.
19. All trash, cigarettes, cans and other debris must be disposed of in the proper containers provided at the pool area.
20. It is everyone's responsibility to help keep the pool and restrooms clean.
21. Private parties are prohibited in the pool area.
22. Electrical devices are prohibited in the pool area.
23. Food and beverages are prohibited in the pool.

Exhibit "B"

The Orchards of Windward Condominium Pool Schedule

1. The pool season is determined by the Board of Directors and generally opens at the end of April or beginning of May (depending on the weather and Fulton County approval) and closes in September.
2. The pool hours are 9:00 a.m. until 10:00 p.m.
3. The pool is closed anytime there is audible thunder and/or visible lightning in the area. The pool remains closed until 30 minutes after the last audible thunder or visible lightning.

Exhibit "C"
The Orchards of Windward Condominium Association, Inc.
Clubhouse Reservation Agreement

In consideration for The Orchards of Windward Condominium Association, Inc. (the "Association"), allowing me the exclusive use of The Orchards of Windward Condominium Clubhouse (the "Clubhouse") during the reservation period, I, the undersigned Owner or resident of a Unit in The Orchards of Windward Condominium, agree as follows:

1. I understand that I am being afforded the exclusive use of the Clubhouse only.
2. I understand the exclusive use of the Clubhouse is for a maximum of 12 consecutive hours on the specified date.
3. I understand and agree that a maximum of 40 people may attend the function.
4. I will pay a non-refundable reservation fee in the amount of \$75.00 to the Association.
5. I will pay a refundable \$125.00 cleaning and damage deposit to the Association. I understand and agree that this deposit will be used to pay for cleaning costs and to repair any and all damages resulting to the Clubhouse, its contents, or any other portion of the Condominium property from my actions or any actions of persons present at, attending, or in any other way related to my function. If the costs incurred by the Association for cleaning or repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within 10 days of receipt of a bill from the Association. I agree that all costs incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my Unit and shall be fully collectible as provided for in the Association's Declaration, By-Laws and Georgia law.
6. I assume all responsibility, risks, liabilities, and hazards incidental to my function (including, without limitation, the serving of alcoholic beverages), and hereby release and forever discharge the Association and its officers, directors, members, employees, agents, representatives, and attorneys for and from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
7. I understand and agree that I am responsible for ensuring that any serving and consumption of alcoholic beverages at my function is done strictly in accordance with Georgia law. I further acknowledge and agree that no alcohol beverages will be sold or manufactured at my function.
8. I agree to indemnify and hold harmless the Association and its officers, directors, members, employees, agents, representatives and attorneys from any and all charges, claims, costs, causes of action, damages and liabilities, including but not limited to attorney's fees, for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to my function and/or use of the Clubhouse during my reservation.

9. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations, including, without limitation, the Clubhouse Reservation Rules and Regulations. I acknowledge that violation of any provision of these documents by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Association's Board of Directors, result in immediate termination of the function.

10. I understand that I am being granted the exclusive use of the Clubhouse for the time period reserved subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property. I agree that all furniture is to be used for the purpose for which it was intended inside the Clubhouse and shall not be moved to the outside of the Clubhouse.

11. I am an Owner or resident of a Unit in The Orchards of Windward Condominium, at least eighteen years of age, and will be in attendance at all times during my function.

12. I hereby agree and represent that the Clubhouse will be used for lawful purposes only, and that if any conduct at the function I am hosting violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property immediately.

13. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or part upon completion of the Clubhouse Reservation Checkout List to the satisfaction of the Board of Directors of the Association.

14. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding, until such time as this Agreement has been executed by the Association.

15. I represent and agree that I have read the Association's Rules and Regulations, including the Clubhouse Reservation Rules and Regulations.

[SIGNATURE PAGE FOLLOWS]

Acknowledge and Agreed By:

Owner or Resident	The Orchards of Windward Condominium Association, Inc.
_____ Signature	By: _____
_____ Full Name	Name: _____, President
_____ Date	Date: _____
_____ The Orchards of Windward Unit Address	By: _____
	Name: _____, Secretary
	Date: _____

The Orchards of Windward Clubhouse Reservation Form

DATE OF FUNCTION _____

NAME _____

ADDRESS _____

PHONE NUMBER _____

EMAIL ADDRESS _____

PURPOSE OF FUNCTION _____

TIME OF FUNCTION _____

NUMBER OF ATTENDEES: _____

Make checks payable to “The Orchards of Windward Condominium Association, Inc.” and write “Clubhouse Reservation” in the memo lines.

Please drop your completed and signed Clubhouse Reservation Agreement along with your separate checks for the \$125.00 damage and cleaning deposit and \$75.00 non-refundable reservation fee in the Association’s mailbox in the Clubhouse.

After your completed and signed Clubhouse Reservation Agreement and checks have been received, you will be notified by the Board of Directors if your reservation has been approved.

After your function, please complete, sign and return the Clubhouse Reservation Checkout List to the Association’s mailbox in the Clubhouse.

SIGNATURE OF APPLICANT: _____

DATE: _____ CHECK NUMBERS: _____

DEPOSIT CHECK RETURN DATE: _____

The Orchards of Windward Clubhouse Reservation Checkout List	Name:
	Date of Function:

X	Task	Special Notes
	Clean Kitchen - Counters & Sink - Coffee Maker - Clean out and wipe down refrigerator	No food is left in disposal or refrigerator
	Clean Bathrooms - Toilets - Sinks - Floors	
	Sweep/vacuum floors and rugs	
	Return all furniture and accessories to original locations	
	Close and lock all doors and windows	
	Take out garbage from all areas	
	Turn off ALL lights (including bathrooms)	

Please note any comments or problems you experienced during your rental:

Signature: _____ **Date:** _____

Please sign and return this form to the Association's mailbox in the Clubhouse. Your cleaning and damage deposit will only be returned after the Board inspects the Clubhouse and confirms that it has been cleaned and there is no damage.

Exhibit “D”

The Orchards of Windward Condominium Clubhouse Reservation Rules and Regulations

The following rules and regulations apply to all Clubhouse reservations:

- A. The Clubhouse is for the private use of the Owners and residents of Units in The Orchards of Windward Condominium and their guests.
- B. The Clubhouse shall only be used for lawful purposes.
- C. Reservation of the Clubhouse is limited to 12 consecutive hours on the specified date.
- D. Reservation of the Clubhouse is limited to a maximum of 40 people.
- E. The Clubhouse may only be reserved for non-profit functions.
- F. The Clubhouse may only be reserved by Unit Owners and residents ~~must~~ that are at least 18 years of age.
- G. A \$125.00 refundable cleaning and damage deposit and a \$75.00 non-refundable reservation fee are required for all reservations. The costs incurred by the Association to pay for professional cleaning after the function and/or to repair any damage resulting to the Clubhouse, its contents, or any other portion of the Condominium property from the actions of any persons present at the function will be deducted from the deposit. If the cost of the cleaning and/or damage exceeds the amount of the deposit, the reserving Owner or resident will be billed the difference and must pay such amount within 10 days. Any costs billed to the reserving party will be considered an assessment and constitute a lien against the reserving party's Unit.
- H. The reserving party assumes all responsibility, risks, liabilities, and hazards incidental to the use of the Clubhouse.
- I. The reserving party is responsible for the actions and behavior of all persons present at the function, and shall be responsible for causing all attendees to comply with the Declaration, By-Laws and Rules and Regulations of the Association. Any violation of the Declaration, By-Laws and/or Rules and Regulations of the Association or Georgia Law may result in the immediate termination of the function at the discretion of the Association.
- J. No alcohol may be sold at any function.
- K. The reserving party is responsible for ensuring that any serving and consumption of alcohol at the function is done strictly in accordance with Georgia law.
- L. Reservations are granted in the order of request.

- M. Functions are limited to a maximum of 40 people.
- N. The reserving party must be present at all times during the reservation.
- O. The reserving party will have exclusive use of the party room ONLY. The pool and the exercise room may not be reserved for any function. No attendee may use the pool or exercise equipment during the function.
- P. No party items will be furnished by the Association.
- Q. The reserving party is responsible for all clean-up and trash removal. Clean-up must be done immediately after the function.
- R. To be eligible to reserve the Clubhouse, the Owner's account must be paid in full.
- S. As a condition of reserving the Clubhouse, the resident must complete and sign ~~any~~ and return the **Clubhouse Reservation Agreement** along with the required deposit and fee.

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ORCHARDS OF WINDWARD CONDOMINIUM ASSOCIATION, INC.
ADOPTING NEW RULES AND REGULATIONS

WHEREAS, pursuant to Section 9(c)(vii) of the Declaration of Condominium for The Orchards of Windward Condominium Alpharetta, Georgia (the "Declaration") and Article IV, Section 15(d) and Article VII, Section 1 of the Bylaws of The Orchards of Windward Condominium Association, Inc. (the "Bylaws"), the Board of Directors has the right to make, modify, release and enforce Rules and Regulations of the Association.

WHEREAS, the Board of Directors believes it is in the best interests of the Association to adopt the new Rules and Regulations attached hereto which shall supersede and replace any and all previous Rules and Regulations.

WHEREAS, the primary purposes of adopting the new Rules and Regulations is to allow each Unit to place a small bird feeder on the Common Elements adjacent to the Unit, subject to certain limitations.

NOW THEREFORE, the Board of Directors for the Association hereby resolves to adopt the new Rules and Regulations attached hereto, which shall supersede and replace any and all previous Rules and Regulations and shall be effective June 1, 2024.

RESOLVED AND ADOPTED by the undersigned Directors of The Orchards of Windward Condominium Association, Inc. at its meeting on the 29th day of April 2024, and signed and entered into the Association records on the same day.

<u>Joanne Galloway</u> Joanne Galloway	<u>Ron Smith</u> Ron Smith
<u>Karen Haughey</u> Karen Haughey	<u>Sandy Lyda</u> Sandy Lyda
<u>Claire Dravis</u> Claire Dravis	

Certification of Secretary

I, the Secretary of The Orchards of Windward Condominium Association, Inc., hereby certify that the above is a true and correct copy of the Resolution that was duly adopted by the Board of Directors.

Claire M. Dravis
Claire M. Dravis, Secretary

April 29, 2024
Date