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After Recording, Return To:

S. Trent Myers, Esq.  
Eversheds Sutherland (US) LLP  
600 Peachtree Street, N.E., Suite 5200  
Atlanta, Georgia 30308

**AMENITIES USE AGREEMENT**

**THIS AMENITIES USE AGREEMENT** (the "Agreement"), dated April 16, 2026, is made by and between **WORTHING HOLLY SPRINGS LLC**, a Delaware limited liability company ("Multifamily Owner"), having an address at 10 Glenlake Parkway NE, South Tower, Suite 300, Sandy Springs, Georgia 30328 and Towns at Holly Springs Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns (the "Association"), having an address at 11560 Great Oaks Way, Suite 400, Alpharetta, Georgia 30022. Multifamily Owner and Association may each be referred to herein as a "Party" or the "Parties".

**RECITALS:**

A. Multifamily Owner is the owner of that certain multifamily apartment project known as of the date hereof as "Heights at Holly Springs" (the "Apartments"), located at 1151 Heights Parkway, Holly Springs, Georgia 30115 and more particularly described in Exhibit A attached hereto (the "Apartment Property").

B. Association is an association of residential townhome owners for the single family residential community known as of the date hereof as "Towns at Holly Springs" which residential community is located immediately adjacent to the Apartments and is more particularly described in Exhibit B attached hereto (the "Townhome Community").

C. Multifamily Owner has agreed to provide access to a fitness center (the "Fitness Center") located in Building 3000 of the Apartments (the "Building") and to a pool and the related pool deck (the "Pool"; together with the Fitness Center, the "Shared Amenities") located adjacent to Building 3000 of the Apartments for use by "Members" of the Association (as hereinafter defined).

D. Multifamily Owner desires to grant to Association and Association wishes to accept from Multifamily Owner a non-exclusive, revocable license to use the Shared Amenities in accordance with the terms and conditions of this Agreement.

Rec: \$25.00

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### AGREEMENTS:

Now, therefore, in consideration of the Recitals and the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Multifamily Owner and Association agree as follows:

1. Use.
  - a. The Shared Amenities shall be made available for use by the occupants of the townhomes to be constructed and located within the Townhome Community (each individual townhome is hereinafter referred to as a "Townhome Residence") with an applicable annual fee (the "Shared Amenities Fee") for access to the applicable Shared Amenities. At the beginning of each calendar year, the Association shall send to each Member (as hereinafter defined) an annual use agreement in the form of which shall be satisfactory to Multifamily Owner in its sole discretion (an "Annual Use Agreement"), which, upon execution, shall bind the Member to the terms thereof. For purposes of this Paragraph 2, the use and access rights described in this Agreement shall be initiated upon the execution of such Annual Use Agreement and payment of the applicable annual Shared Amenities Fee, as set forth below. The use and access privileges granted herein shall automatically expire at the end of the calendar year for which they are granted and the following year, the Member will be required to pay a new applicable Shared Amenities Fee and execute a new Annual Use Agreement to use and enjoy the applicable Shared Amenities. Any Member who has executed an Annual Use Agreement for the then-current calendar year, is not in default of such agreement, and has paid the related Shared Amenities Fee shall be referred to herein as a "Licensed Member".
  - b. Notwithstanding anything to the contrary set forth in this Agreement, Multifamily Owner shall have the right to terminate access to all or any portion of the Shared Amenities by the Members in the event Multifamily Owner, in its sole discretion, believes that the use by the Members unreasonably interferes with the use of such Shared Amenities by the lessees of the Apartment Property. In the event of any such termination, Apartment Property shall return to such Members any applicable Shared Amenities Fees paid by any such occupants of the Townhome Residences on a pro rata basis based upon a 365-day year and the Multifamily Owner and the Association shall promptly after such termination record a termination of this Agreement in the Cherokee County Superior Court records
  - c. Notwithstanding the use rights granted herein, in the event that the Apartment Property is sold, the new Multifamily Owner thereof shall have the right to discontinue and terminate the right of the Members to use all or any portion of the Shared Amenities within ninety (90) days of the date of acquisition by providing written notice of such termination to each Member. In the event that written notice is not provided within ninety (90) days of the date of acquisition, the Members shall continue to have the right to use the Shared Amenities as provided above.

Rec: \$25.00

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2. Amenities Use Fee. As of the date of recordation of this Agreement, the annual Shared Amenities Fee is: (i) for the use of the Pool, shall be \$300.00 per Townhome Residence located in the Townhome Community; and (ii) for the use of the Pool and Fitness Center, shall be \$300.00 per Townhome Residence located in the Townhome Community. The Shared Amenities Fee may be increased at the sole discretion of Multifamily Owner, but not more than by 10% per year. Multifamily Owner has no obligation to any user of the Shared Amenities with respect to the operation, inspection, maintenance, repair, restoration or replacement of the Shared Amenities. The Shared Amenities Fee represents payment for the Use of the Shared Amenities during the related Term and is not subject to reduction or offset for any reason, except as set forth in Paragraph 1 hereof.

3. Use; Access by Members.

- a) The terms "Member" and "Members" shall mean each "Member" of the Association as defined in that certain Declaration of Covenants, Conditions, Restrictions and Easements for \_\_\_\_\_ recorded in Deed Book \_\_, Page \_\_, Cherokee County Superior Court records. Such terms as used in this Agreement shall also include (i) if the Member occupies the lot through which Member's membership is derived, all occupants of a Member's immediate household who are 18 years of age or older (or under 18 provided that such minors are supervised by a parent when utilizing the Shared Amenities), or, (ii) if a Member does not occupy the lot owned by Member through which Member's membership is derived, Member's rights hereunder may be assigned to the Member's tenants occupying said lot who are 18 years old or older (or under 18 provided that such minors are supervised by a parent when utilizing the Shared Amenities).
- b) Licensed Members who have paid the Fitness Center Shared Amenities Fee for the applicable year shall be permitted to use the Fitness Center for the sole and exclusive purpose of physical fitness and exercise training, and the activities, facilities, programs and services offered or available at the Fitness Center from time to time, including but not limited to the use of equipment and machinery in connection therewith (the "Fitness Center Use").
- c) Licensed Members (and such Licensed Members' guests) shall be permitted to use the Pool for the sole and exclusive purpose of recreation, and the activities, facilities, programs and services offered or available at the Pool from time to time, including but not limited to the use of furnishings in connection therewith (the "Pool Use"; together with the Fitness Center Use, the "Use").
- d) Association acknowledges and agrees that only the Licensed Members shall be permitted to use the Shared Amenities and Association shall not permit or invite or allow any person or guest to enter into or use the Shared Amenities other than a Licensed Member's guests with respect to the Pool. Each Licensed Member shall be limited to no more than three (3) guests at any given time. Each Licensed Member's Use of the Shared Amenities shall be subject to the terms and conditions of this Agreement. Association shall provide a copy of this Agreement

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(together with any amendments, extensions or modifications thereto) to all of its Licensed Members. As a condition to any Licensed Member's entry into or use of the Shared Amenities, Association shall cause such Licensed Member to execute and deliver to Association and Multifamily Owner a waiver and release with respect to such Licensed Member's Use of the Shared Amenities, the form of which shall be satisfactory to Multifamily Owner in its sole discretion (the "Waiver"). Upon Association's receipt of a Waiver executed by a Licensed Member, Association or its property manager will provide such Licensed Member with an access card or key fob giving such Licensed Member access to the Shared Amenities during the Term of this Agreement. Notwithstanding anything herein to the contrary, Multifamily Owner may close the Shared Amenities or otherwise limit access to the Shared Amenities at any time to comply with applicable legal or health code requirements, including, without limitation, governmental restrictions imposing closures, curfews or other limitations on the hours or operations of the Shared Amenities.

4. Insurance. At all times during the Term, each Party shall maintain commercial general liability and property damage insurance (including, but not limited to, contractual liability coverage insuring against the tort liabilities assumed under this Agreement) covering the legal liability of Multifamily Owner and Association against all claims for any bodily injury or death of persons and for damage to or destruction of property occurring on, in or about the Shared Amenities and the adjoining streets, sidewalks and passageways and arising out of the use or occupation of the Shared Amenities in the minimum amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in respect of any one occurrence (which may be provided through any combination of primary and umbrella coverages, so long as it complies with this requirements set forth herein). All insurance required under Section 6 hereof shall be written by companies rated A and with a financial rating of at least Class X or better in the most current edition of Best's Insurance Reports which are authorized to do insurance business in the State of Georgia; shall be reasonably satisfactory to Multifamily Owner in all respects and shall specifically provide an effective waiver by the insurer of all rights of subrogation against Multifamily Owner or Multifamily Owner's interest in the Shared Amenities or any income derived therefrom. Each Party's commercial liability insurance policy or policies shall (A) name the other Party, and, if requested by Multifamily Owner, the holder of any mortgage, deed to secure debt or other encumbrance upon the Property, as additional insureds; (B) include so called "broad form" contractual liability coverage; (C) not exclude coverage for explosion, collapse or underground property damage; (D) provide for cross-liability coverage and severability of interests; (E) provide occurrence-based coverages for the entire Term; and (F) be primary and non-contributory with respect to any concurrent coverage maintained by the other Party. A copy of each policy or acceptable certificate of insurance in force, issued by the insured, shall be delivered to the requesting Party.

5. Acknowledgment of Risks. Association acknowledges and agrees that: (i) each of the Licensed Members has a different physical capacity for participating in physical fitness and exercise training, (ii) there are inherent hazards, risks and dangers with physical fitness and exercise training, (iii) injuries are relatively common and despite the age, experience or level of fitness of the

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participant, such injuries are often difficult to avoid, and (iv) the Licensed Members are subject to harm, injury and damage from physical fitness and exercise training and that no preplanning can eliminate, prevent or control such hazards, risks and dangers. Notwithstanding the foregoing, Association desires for its Members to use the Shared Amenities for the Use. Licensed Members' Use of the Shared Amenities is strictly voluntary. The Use of the Shared Amenities by Licensed Members is at Association's sole risk and Association expressly, knowingly, voluntarily, unconditionally and willingly assumes any and all risk of personal injury, bodily injury, illness, death, property loss, damage or theft or any other Claim (as defined below) (collectively, "Harm") arising out of, resulting from, in connection with and related to Association's or its Licensed Members' Use of the Shared Amenities. Association hereby assumes all responsibility for its Licensed Members' Use of the Shared Amenities.

6. **NO WARRANTIES.** LICENSEE HEREBY ACCEPTS THE FITNESS FACILITY "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES.

7. **WAIVER AND RELEASE AND INDEMNITY.** Association, for itself and on behalf of its Members, partners, managers, officers, directors, shareholders, subsidiaries, representatives, affiliates, employees, staff, agents and all others acting on behalf of Association hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all past, present and future claims, losses, costs (including, but not limited to, costs of defense or settlement, attorneys' fees and court costs), expenses, liabilities, demands or causes of action (collectively referred to as the "Claims"), from and against Multifamily Owner and its partners, members, managers, officers, directors, shareholders, subsidiaries, representatives, affiliates, employees, staff, agents and all others acting on behalf of Multifamily Owner (collectively referred to as the "Indemnified Parties") and all subsidiaries and affiliated companies on a primary and non-contributory basis that arise out of, result from, are in connection with, or that relate to Association's or its Members' entry into and Use of the Shared Amenities, and Association covenants and agrees not to sue any of the Indemnified Parties for such Claims or any Harm in connection therewith. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against or Harm in connection therewith arise, or are alleged to arise, from the NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, RELATING TO OR IN CONNECTION WITH ANY CLAIMS OF ANY PERSON OR PERSONS ARISING OUT, RELATED TO, IN CONNECTION WITH OR IN ANY WAY RESULTING FROM OR CAUSED IN ANY WAY BY (I) LICENSEE'S OR ITS MEMBERS' ENTRY INTO AND USE OF THE SHARED AMENITIES, (II) ANY ACT, OMISSION, OR NEGLIGENCE OF LICENSEE OR THE INDEMNIFIED PARTIES, (III) ANY AND ALL ACCIDENTS WITHIN, OR DAMAGE TO

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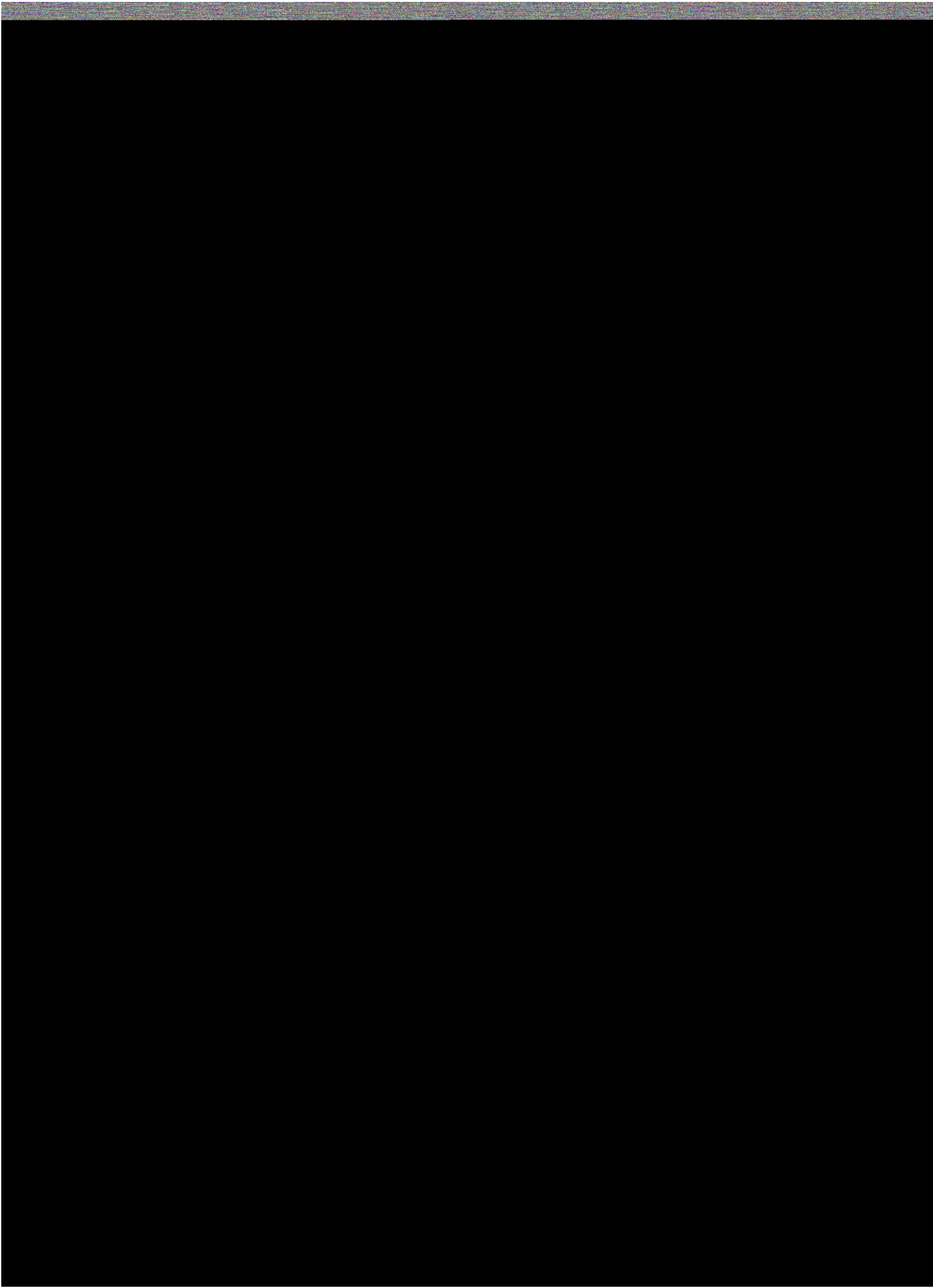
THE PROPERTY OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, LICENSEE) LOCATED IN, ON OR ABOUT THE SHARED AMENITIES, AND (IV) HARM IN, ON OR ABOUT THE SHARED AMENITIES. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO LICENSEE, LICENSEE'S MEMBERS, REPRESENTATIVES, SUCCESSORS, TENANTS, HEIRS AND ASSIGNS FOR ANY HARM ARISING OUT OF, IN CONNECTION, RESULTING FROM WITH OR RELATED TO LICENSEE'S OR ITS MEMBERS' USE OF THE SHARED AMENITIES; PROVIDED, HOWEVER, LICENSEE SHALL BE REQUIRED TO INDEMNIFY LICENSOR FOR ANY SUCH CLAIMS TO THE EXTENT CAUSED BY LICENSOR'S GROSSLY NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT.

LICENSOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSEE FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, RELATING TO OR IN CONNECTION WITH ANY CLAIMS OF ANY PERSON OR PERSONS ARISING OUT, RELATED TO, IN CONNECTION WITH OR IN ANY WAY RESULTING FROM OR CAUSED IN ANY WAY BY (I) ANY AND ALL DEFAULTS BY MULTIFAMILY OWNER UNDER THIS AGREEMENT, (II) ANY GROSSLY NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF MULTIFAMILY OWNER, OR (III) ITS TENANTS' ENTRY INTO AND USE OF THE SHARED AMENITIES.

Each Party represents that it thoroughly and completely understands that this Agreement contains a complete and final release and indemnity, that it is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made or allegedly made by the Indemnified Parties has influenced the respective Party in causing it to sign this Agreement. This Section shall survive the expiration or termination of this Agreement.

8. Casualty or Condemnation. In the event of any fire or other damage to the Shared Amenities, Multifamily Owner shall have the right to close the Shared Amenities (or any portion thereof) for the period of time required to complete repairs but shall use commercially reasonable efforts to repair any damage as soon as possible. If the Shared Amenities or any portion thereof shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Agreement shall terminate as of the date of such condemnation or sale.

9. Compliance with all Applicable Laws. Association, at its sole cost and expense, shall at all times during the Term hereof comply and cause its Members to comply with all applicable laws, ordinances, rules, regulations and requirements of any governmental authority having jurisdiction over Association's entry into and Use of the Shared Amenities. Association, at its sole cost and expense, shall comply and cause its Members to comply in all respects with the rules and regulations for its use of the Shared Amenities established by Multifamily Owner or its property manager from time to time. The current rules and regulations of the Fitness Center are attached to this Agreement as Exhibits C and E. The current rules and regulations of the Pool are attached to this Agreement as Exhibit D and E. Multifamily Owner reserves the right to revise and add to such



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12. Mortgagee's Rights. Association's rights as to the Fitness Center shall be subject and subordinate to any mortgage or deed to secure debt which is now or may hereafter be placed upon the Shared Amenities and Building by Multifamily Owner. This subordination is intended to be self-operative; provided, however, Association shall promptly upon request enter into any subordination, non-disturbance, and attornment agreement required by any Multifamily Owner mortgagee.

13. Miscellaneous Agreements.

a. This Agreement and the rights of Association hereunder are not assignable or transferable by Association and any attempted or purported transfer shall be deemed null and void

b. The terms, covenants, conditions and provisions contained in this Agreement shall: (i) run with the title to the Apartment Property and the Townhome Community; and (ii) be binding upon and inure to the benefit of Multifamily Owner and Association, and their respective heirs, representatives, successors, successors-in-title and permitted assigns.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Multifamily Owner and Association each does hereby covenant and agree that jurisdiction and venue with respect to all actions and proceedings instituted by either party to enforce this Agreement or to otherwise seek a declaration of rights under this Agreement shall be in Cherokee County, Georgia, and any lawsuit filed and prosecuted in connection therewith shall be exclusive in the State Court of Cherokee County, Georgia, or in the United States District Court for the Northern District of Georgia.

d. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered to the intended recipient at the address set forth above for Multifamily Owner or Association, as applicable.

e. It is expressly agreed that under this Agreement Association shall not be granted a leasehold or other estate in land or any other possessory interest in the Multifamily Owner's property, and that Association's interest hereunder is not subject to levy, execution and sale and is not assignable except with Multifamily Owner's prior written consent.

f. If Multifamily Owner shall be in default under this Agreement and, if as a consequence of such default, Association shall recover a money judgment against Multifamily Owner, such judgment shall be satisfied only out of the right, title and interest of Multifamily Owner in the Shared Amenities as the same may then be encumbered and neither Multifamily Owner nor any person or entity comprising Multifamily Owner shall be liable for any deficiency. In no event shall Association have the right to levy execution against any property of Multifamily Owner nor any person or entity comprising Multifamily Owner other than its interest in the Shared Amenities as herein expressly provided. In no event shall any partner of Multifamily Owner nor any joint venturer in Multifamily Owner, nor any officer, director or shareholder of Multifamily Owner or any

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Patty Baker, Clerk of Superior Court - Cherokee County, GA

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such partner or joint venturer of Multifamily Owner be personally liable hereunder.

g. Time is of the essence of each and every obligation of Association under this Agreement. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any provision hereof. If any provision of this Agreement shall ever be held to be invalid or unenforceable in any circumstance or as to any person, such invalidity or unenforceability shall not affect such provision in any other circumstance or as to any other person or any other provision of this Agreement.

*[signatures follow on the next page]*

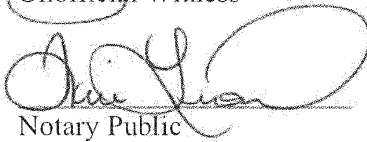
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: 3.14.2027



**LICENSOR:**

**WORTHING HOLLY SPRINGS LLC,**  
a Delaware limited liability company

By: Worthing Holly Springs Investors LLC,  
a Georgia limited liability company,  
its Manager

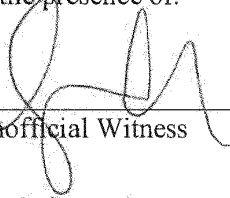
By:   
Darin W. Collier  
Manager

[Seal]

Rec: \$25.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA  
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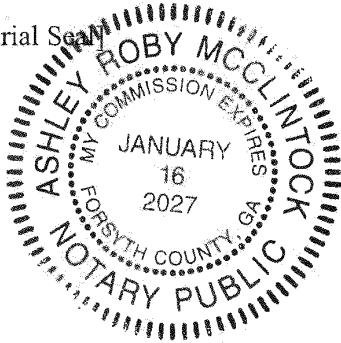
Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: 1/16/2027

[Notarial Seal]



**LICENSEE:**

**TOWNS AT HOLLY SPRINGS  
HOMEOWNERS ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

By:   
Name: Lee Estock  
Title: President

[Seal]

Rec: \$25.00

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Exhibit A

Legal Description – Multifamily

Parcel 1:

Legal Description R/W Tract 5

All that tract or parcel of land lying and being in Land Lots 591, 592, 633 and 634 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the intersection of the Land Lot line common to Land Lots 592 and 633 and the westerly Right of Way of East Rope Mill Road (30 foot Right of Way) said iron pin having coordinates 1507997.66 North and 2192805.73 East on the NAD 83 Georgia State Plane Coordinate System, Western Zone; thence along a tie line South 08° 56' 52" West a distance of 77.85 feet to a point at the southern end of the intersection of a proposed Right of Way (50' Right of Way) and the proposed Right of Way of East Rope Mill Road (variable Right of Way) and the TRUE POINT OF BEGINNING; thence from the point thus established and leaving said East Rope Mill Road Right of Way and running along said southerly Right of Way North 73° 35' 09" West a distance of 280.06 feet to a 1/2 inch rebar found; thence North 89° 32' 38" West a distance of 79.00 feet to a point; North 00° 27' 22" East a distance of 50.00 feet to a point; thence South 89° 32' 38" East a distance of 86.01 feet to a point; thence South 73° 35' 09" East a distance of 272.22 feet to a point on the proposed Right of Way of East Rope Mill Road; thence running along said Right of Way the following courses: South 03° 56' 19" West a distance of 18.38 feet to a point; thence running along a curve to the left an arc length of 33.90 feet, (said curve having a radius of 189.57 feet, with a chord bearing of South 02° 20' 06" East, and a chord length of 33.85 feet) to a point and the TRUE POINT OF BEGINNING. Said tract contains 0.410 Acres (17,881 Square Feet).

PARCEL 2:

Legal Description R/W Tract 4

All that tract or parcel of land lying and being in Land Lot 591 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the intersection of the Land Lot line common to Land Lots 592 and 633 and the westerly Right of Way of East Rope Mill Road (30 foot Right of Way) said iron pin having coordinates 1507997.66 North and 2192805.73 East on the NAD 83 Georgia State Plane Coordinate System, Western Zone; thence along a tie line North 38° 17' 50" West a distance of 897.80 feet to a point at the northern end of the mitered intersection of the proposed southerly Right of Way of Heights Parkway (variable Right of Way) and the proposed Right of Way of Holly Springs Parkway /State Route 5 (formerly known as Old Canton Road)(variable Right of Way) and the TRUE POINT OF BEGINNING;

Rec: \$25.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

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thence from the point thus established and running along said miter South 55° 00' 30" West a distance of 41.84 feet to a point; thence leaving said miter and running along the proposed Right of Way of said Holly Springs Parkway South 15° 46' 12" West a distance of 163.40 feet to a point; thence South 15° 46' 12" West a distance of 14.60 feet to a point; thence South 27° 51' 43" West a distance of 56.93 feet to a point on the Right of Way of Holly Springs Parkway; thence running along said Right of Way of Holly Springs Parkway the following courses; along a curve to the right an arc length of 50.95 feet, (said curve having a radius of 1103.00 feet, with a chord bearing of North 14° 26' 43" East, and a chord length of 50.95 feet) to a point; thence North 15° 30' 47" East a distance of 138.48 feet to an iron pin set; thence North 15° 30' 47" East a distance of 224.52 feet to an iron pin set; thence North 15° 30' 39" East a distance of 165.22 feet to a point; thence leaving said Right of Way and running along said proposed Right of Way of Holly Springs Parkway the following courses: North 71° 31' 59" East a distance of 1.44 feet to a point; thence South 15° 30' 23" West a distance of 208.11 feet to a point; thence South 36° 57' 40" East a distance of 52.45 feet to a point at the northerly Right of Way at the terminus of Heights Parkway; thence running across said terminus South 17° 16' 11" West a distance of 74.04 feet to a point and the TRUE POINT OF BEGINNING. Said tract contains 0.177 Acres (7,699 Square Feet).

## PARCEL 3:

## Legal Description R/W Tract 3

All that tract or parcel of land lying and being in Land Lots 592 and 633 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the Land Lot line common to Land Lots 592 and 633 and the westerly Right of Way of East Rope Mill Road (30 foot Right of Way) said iron pin having coordinates 1507997.66 North and 2192805.73 East on the NAD 83 Georgia State Plane Coordinate System, Western Zone and being the TRUE POINT OF BEGINNING; thence from the point thus established and running along said East Rope Mill Road Right of Way the following two courses: South 02° 55' 28" West a distance of 36.09 feet to a point; thence running along a curve to the left an arc length of 43.89 feet, (said curve having a radius of 433.88 feet, with a chord bearing of South 00° 01' 35" West, and a chord length of 43.87 feet) to a 1/2 inch rebar found; thence leaving said Right of Way and running along the proposed westerly Right of Way of East Rope Mill Road the following courses: North 73° 35' 09" West a distance of 10.68 feet to a point; thence running along a curve to the right an arc length of 33.90 feet, (said curve having a radius of 189.57 feet, with a chord bearing of North 02° 20' 06" West, and a chord length of 33.85 feet) to a point; thence North 03° 56' 19" East a distance of 18.38 feet to a point; thence North 03° 18' 52" East a distance of 136.01 feet to a point; thence North 02° 30' 07" East a distance of 168.20 feet to a point; thence North 09° 25' 30" East a distance of 81.40 feet to a point; thence North 10° 51' 05" East a distance of 80.00 feet to a point; thence running along a curve to the right an arc length of 143.28 feet, (said curve having a radius of 762.76 feet, with a chord bearing of North 18° 08' 19" East, and a chord length of 143.07 feet) to a point; thence running along a curve to the left an arc length of 155.85 feet, (said curve having a radius of 1289.58 feet, with a chord bearing of North 18° 54' 36" East, and a chord length of 155.76 feet) to a point; thence North 23° 49' 23" East a distance of 79.93 feet to a point on the westerly Right of Way of East Rope Mill Road; thence leaving the proposed Right of Way of East Rope Mill Road and running along the Right of Way

Rec: \$25.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

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of East Rope Mill Road the following courses: South 15° 47' 58" West a distance of 105.06 feet to a point; thence running along a curve to the right an arc length of 137.78 feet, (said curve having a radius of 1067.15 feet, with a chord bearing of South 19° 29' 53" West, and a chord length of 137.69 feet) to a point; thence running along a curve to the left an arc length of 128.22 feet, (said curve having a radius of 785.31 feet, with a chord bearing of South 18° 31' 10" West, and a chord length of 128.08 feet) to a point; thence running along a curve to the left an arc length of 173.57 feet, (said curve having a radius of 2297.51 feet, with a chord bearing of South 09° 48' 56" West, and a chord length of 173.52 feet) to a IPS found; thence South 02° 55' 28" West a distance of 271.41 feet to a point and the TRUE POINT OF BEGINNING. Said tract contains 0.217 Acres (9,431 Square Feet).

## PARCEL 4:

## Legal Description R/W Tract 2

All that tract or parcel of land lying and being in Land Lots 591 and 592 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the intersection of the Land Lot line common to Land Lots 592 and 633 and the westerly Right of Way of East Rope Mill Road (30 foot Right of Way) said iron pin having coordinates 1507997.66 North and 2192805.73 East on the NAD 83 Georgia State Plane Coordinate System, Western Zone; thence along a tie line North 02° 35' 54" East a distance of 359.74 feet to a point at the southeasterly end of the mitered intersection of the proposed westerly Right of Way of East Rope Mill Road (variable Right of Way) and the southwesterly Right of Way of Heights Parkway (variable Right of Way) and the TRUE POINT OF BEGINNING; thence from the point thus established and running along said miter North 34° 27' 57" West a distance of 21.32 feet to a point; thence leaving said miter and running along said Right of Way of Heights Parkway the following courses: North 79° 10' 29" West a distance of 69.08 feet to a point; thence running along a curve to the right an arc length of 104.38 feet, (said curve having a radius of 175.00 feet, with a chord bearing of North 62° 05' 15" West, and a chord length of 102.84 feet) to a point; thence North 45° 00' 00" West a distance of 63.45 feet to a point; thence running along a curve to the right an arc length of 15.37 feet, (said curve having a radius of 275.00 feet, with a chord bearing of North 43° 23' 57" West, and a chord length of 15.37 feet) to a point; thence running along a curve to the right an arc length of 64.49 feet, (said curve having a radius of 275.00 feet, with a chord bearing of North 35° 04' 49" West, and a chord length of 64.34 feet) to a point; thence North 28° 21' 45" West a distance of 16.12 feet to a point; thence running along a curve to the left an arc length of 143.34 feet, (said curve having a radius of 188.00 feet, with a chord bearing of North 50° 12' 18" West, and a chord length of 139.89 feet) to a point; thence running along a curve to the left an arc length of 8.00 feet, (said curve having a radius of 188.00 feet, with a chord bearing of North 73° 16' 02" West, and a chord length of 8.00 feet) to a point; thence North 74° 29' 16" West a distance of 193.78 feet to a point where said Right of Way of Heights Parkway terminates at the proposed Right of Way of Holly Springs Parkway/State Route 5 (formerly known as Old Canton Road)(variable Right of Way); thence running across the terminus of the Heights Parkway Right of Way along said proposed Holly Springs Parkway North 17° 16' 11" East a distance of 74.04 feet to a point; thence leaving said Holly Springs Parkway Right of Way and running along the northeasterly Right of Way of

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Heights Parkway the following courses; South 74° 29' 13" East a distance of 132.67 feet to a point; thence running along a curve to the right an arc length of 259.22 feet, (said curve having a radius of 322.00 feet, with a chord bearing of South 51° 25' 29" East, and a chord length of 252.27 feet) to a point; thence South 28° 21' 45" East a distance of 13.65 feet to a point; thence running along a curve to the left an arc length of 65.34 feet, (said curve having a radius of 225.00 feet, with a chord bearing of South 36° 40' 53" East, and a chord length of 65.11 feet) to a point; thence South 45° 00' 00" East a distance of 63.45 feet to a point; thence running along a curve to the left an arc length of 74.56 feet, (said curve having a radius of 125.00 feet, with a chord bearing of South 62° 05' 15" East, and a chord length of 73.46 feet) to a point; thence South 79° 10' 29" East a distance of 69.13 feet to a point; thence North 56° 05' 32" East a distance of 21.31 feet to a point on the aforementioned proposed Right of Way of East Rope Mill Road thence running along said Right of Way South 10° 51' 05" West a distance of 80.00 feet to a point and the TRUE POINT OF BEGINNING. Said tract contains 0.928 Acres (40,412 Square Feet).

## PARCEL 5:

## Legal Description Multifamily 2

All that tract or parcel of land lying and being in Land Lots 591, 592 and 633 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the intersection of the Land Lot line common to Land Lots 592 and 633 and the westerly Right of Way of East Rope Mill Road (30 foot Right of Way) said iron pin having coordinates 1507997.66 North and 2192805.73 East on the NAD 83 Georgia State Plane Coordinate System, Western Zone; thence along a tie line North 02° 35' 54" East a distance of 359.74 feet to a point at the southeasterly end of the mitered intersection of the proposed westerly Right of Way of East Rope Mill Road (variable Right of Way) and the Southwesterly Right of Way of Heights Parkway (variable Right of Way) and the TRUE POINT OF BEGINNING; thence from the point thus established and running along said proposed East Rope Mill Road Right of Way the following courses: South 09° 25' 30" West a distance of 81.40 feet to a point; thence South 02° 30' 07" West a distance of 168.20 feet to a point; thence South 03° 18' 52" West a distance of 136.01 feet to a point at the intersection of said proposed Right of Way and the northerly Right of Way of Right of Way Tract 5; thence leaving said Right of Way and running along the northerly Right of Way of Right of Way Tract 5 the following courses: North 73° 35' 09" West a distance of 272.22 feet to a point; thence North 89° 32' 38" West a distance of 86.01 feet to a point at the terminus of Right of Way Tract 5; thence running across the terminus of Right of Way Tract 5 South 00° 27' 22" West a distance of 50.00 feet to a point; thence leaving Right of Way Tract 5 and running North 89° 32' 38" West a distance of 154.78 feet to a 1/2 inch rebar found; thence North 02° 48' 55" West a distance of 310.00 feet to an iron pin set; thence North 89° 32' 28" East a distance of 74.43 feet to a point; thence North 15° 30' 47" East a distance of 94.76 feet to a point; thence South 74° 29' 13" East a distance of 111.84 feet to a point; thence North 89° 30' 43" East a distance of 79.66 feet to a point; thence North 15° 30' 34" East a distance of 122.15 feet to a point on the southerly Right of Way of Heights Parkway (variable Right of Way); thence running along said Right of Way the following courses: along a curve to the left an arc length of 15.37 feet, (said curve having a radius of 275.00 feet, with

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a chord bearing of South 43° 23' 57" East, and a chord length of 15.37 feet) to a point; thence South 45° 00' 00" East a distance of 63.45 feet to a point; thence running along a curve to the left an arc length of 104.38 feet, (said curve having a radius of 175.00 feet, with a chord bearing of South 62° 05' 15" East, and a chord length of 102.84 feet) to a point; thence South 79° 10' 29" East a distance of 69.08 feet to a point on the northwesterly end of the aforementioned mitered intersection of East Rope Mill Road and Heights Parkway; thence running along said miter South 34° 27' 57" East a distance of 21.32 feet to a point and the TRUE POINT OF BEGINNING. Said tract contains 4.477 Acres (195,037 Square Feet).

## PARCEL 6

## Legal Description Multifamily Tract 1

All that tract or parcel of land lying and being in Land Lots 561, 562, 591 and 592 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the intersection of the Land Lot line common to Land Lots 592 and 633 and the westerly Right of Way of East Rope Mill Road (30 foot Right of Way) said iron pin having coordinates 1507997.66 North and 2192805.73 East on the NAD 83 Georgia State Plane Coordinate System, Western Zone; thence along a tie line North 04° 05' 50" East a distance of 439.06 feet to a point at the northeasterly end of the mitered intersection of the proposed westerly Right of Way of East Rope Mill Road (variable Right of Way) and the northeasterly Right of Way of Heights Parkway (variable Right of Way) and the TRUE POINT OF BEGINNING; thence from the point thus established and running along said miter South 56° 05' 32" West a distance of 21.31 feet to a point; thence leaving said miter and running along said Right of Way of Heights Parkway the following courses: North 79° 10' 29" West a distance of 69.13 feet to a point; thence running along a curve to the right an arc length of 74.56 feet, (said curve having a radius of 125.00 feet, with a chord bearing of North 62° 05' 15" West, and a chord length of 73.46 feet) to a point; thence North 45° 00' 00" West a distance of 63.45 feet to a point; thence running along a curve to the right an arc length of 65.34 feet, (said curve having a radius of 225.00 feet, with a chord bearing of North 36° 40' 53" West, and a chord length of 65.11 feet) to a point; thence North 28° 21' 45" West a distance of 13.65 feet to a point; thence running along a curve to the left an arc length of 259.22 feet, (said curve having a radius of 322.00 feet, with a chord bearing of North 51° 25' 29" West, and a chord length of 252.27 feet) to a point; thence North 74° 29' 13" West a distance of 132.67 feet to a point; thence along a miter at the intersection of said Right of Way of Heights Parkway and the proposed easterly Right of Way of Holly Springs Parkway/State Route 5 (formerly known as Old Canton Highway)(variable Right of Way) North 36° 57' 40" West a distance of 52.45 feet to a point; thence leaving said miter and running along said proposed Right of Way of Holly Springs Parkway North 15° 30' 23" East a distance of 208.11 feet to a point on the existing Right of Way of Holly Springs Parkway; thence running along said existing Right of Way North 71° 31' 59" East a distance of 7.90 feet to a point; thence continuing along said Right of Way North 22° 23' 02" East a distance of 66.14 feet to a point; thence leaving said Right of Way North 71° 30' 24" East a distance of 462.91 feet to a point; thence South 18° 30' 00" East a distance of 150.14 feet to a point; thence North 71° 30' 00" East a distance of 125.24 feet to a point; thence South 18° 30' 00" East a distance of 95.00 feet to a point;

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thence North  $71^{\circ} 30' 00''$  East a distance of 161.16 feet to a point on the aforementioned Right of Way of East Rope Mill Road; thence running along said Right of Way and along a curve to the left an arc length of 249.61 feet, (said curve having a radius of 755.33 feet, with a chord bearing of South  $29^{\circ} 38' 57''$  West, and a chord length of 248.48 feet) to a point; thence continuing along said Right of Way the following distances: South  $20^{\circ} 54' 21''$  West a distance of 81.70 feet to a point; thence South  $23^{\circ} 49' 23''$  West a distance of 79.93 feet to a point; thence running along a curve to the right an arc length of 155.85 feet, (said curve having a radius of 1289.58 feet, with a chord bearing of South  $18^{\circ} 54' 36''$  West, and a chord length of 155.76 feet) to a point; thence running along a curve to the left an arc length of 143.28 feet, (said curve having a radius of 762.76 feet, with a chord bearing of South  $18^{\circ} 08' 19''$  West, and a chord length of 143.07 feet) to a point and the TRUE POINT OF BEGINNING. Said tract contains 8.658 Acres (377,145 Square Feet).

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Exhibit B

Legal Description – Townhome

**ALL THAT TRACT OR PARCEL OF LAND** lying in Land Lots 561 an 592 of the 15<sup>th</sup> District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as **Lots 1-26, Common Area 1, Common Area 2, Common Area 3, Common Area 4 and Common Area 5** as shown on that certain Final Plat for Heights at Holly Springs, dated March 18, 2025, filed for record August 25, 2025, recorded in Plat Book 120, Page 2973, Cherokee County, Georgia records. Said plat is made a part hereof and incorporated herein by reference for a more complete description.

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Exhibit C

Rules and Regulations

**All users of the Shared Amenities are required to have their access card/key fob with them at all times while using the facility.**

1. Only "Heights at Holly Springs" and "Towns at Holly Springs" residents are allowed in the Shared Amenities. No guests are allowed in the Shared Amenities.
2. All users and participants within the Shared Amenities must be 18 years or older. No children under the age of 18 are permitted in the Shared Amenities.
3. Prior to any access to the Shared Amenities, an Annual Use Agreement and Waiver must be completed and on file with Multifamily Owner.
4. A building access card/key fob issued to the participant is required in order to be admitted into the Shared Amenities.
5. The access card/key fob issued to the participant is not allowed to be used by anyone other than the participant.
6. No one is allowed in the Shared Amenities when the facility or Building is closed.
7. Proper attire is required at all times - shirts and athletic shoes are required. NO jeans and NO open-toe shoes are allowed.
8. Do not use any equipment unless you are knowledgeable about how to use it properly.
9. Equipment is to be wiped down after each use.
10. Observe Shared Amenities etiquette and demonstrate courtesy toward others in the facility at all times.
11. No horseplay; loud or offensive language; or other inappropriate behavior will be tolerated.
12. Show respect for equipment and facilities at all times. Do not drop or throw weights.
13. You may be expelled immediately if you misuse equipment or the facility.
14. Utilize spotters/ locks when necessary (e.g., overhead lifts, squats, bench presses, platform or Olympic lifts).
15. Equipment is to be kept off the floor and must be returned to proper racks when lifting is completed.
16. Keep the facility flow path clear; remove any obstructions.
17. Management personnel have authority over all room conduct and use of equipment, including sound and video systems.
18. Injuries and defective equipment are to be reported to the Property Management Office immediately.
19. No tobacco products, food, chewing gum, glass bottles or cans are allowed. Water bottles are acceptable.
20. No alcohol, drugs, and/or banned substances are allowed in the Shared Amenities.
21. Multifamily Owner and Property Manager are not responsible for personal belongings or lost or stolen items.
22. Lockers are available on a first-come basis and you must provide your own lock.

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Locks and items left in lockers overnight will be removed.

**23. FAILURE TO COMPLY WITH STATED RULES WILL RESULT IN  
CANCELLATION OF ACCESS TO THE FITNESS FACILITY.**

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Exhibit D

Pool Rules and Regulations

**SWIMMING POOL RULES**

- A. These Rules and Regulations are promulgated by Worthing Holly Springs for the protection and benefit of all residents of Heights at Holly Springs (the "Community") and "Towns at Holly Springs" (collectively, the "Residents"), as well as their families and guests of the Residents of the Community. Adherence to these Rules and Regulations is intended to assure the safe and sanitary operation of the pool facilities.
- B. The property manager engaged by Multifamily Owner for the Community ("Management") may engage outside contractors to manage and/or maintain the pool facilities. Any rules and/or regulations promulgated by such a contractor are to be considered additions to the rules and regulations set forth below and are incorporated herein.
- C. During the pool open season, swimming pool hours are from 7 a.m. to 10 p.m. daily, weather and pool conditions permitting.
- D. Entrance to the pool area is by access code only. Management reserves the right to change the access code from time to time for any reason.
- E. Members (including their families and tenants) or other individuals whose rights to use the Shared Amenities, including the pool, have been suspended pursuant shall have no rights to use the pool, pool house, or any related facilities or property and may not enter into the pool area during the time of such suspension.
- F. THERE IS NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL AND POOL AREA DO SO AT THEIR OWN RISK AND SOLE RESPONSIBILITY. No person should enter the pool area alone or swim alone. The Owners nor Management do not assume responsibility for any accident or injury in connection with such use. All persons using the pool and pool area shall have an affirmative duty and responsibility to inspect the pool and pool area and all property and facilities thereon for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. Residents and persons using the pool and pool area agree to make no claim against the Owners and/or Management for or on account of any loss or damage to life or property sustained, and further to indemnify and hold harmless the Owners and/or Management from any claim arising out of injury and/or loss or damage to personal belongings sustained by any guest using the pool or pool area.
- G. The behavior of guests is the responsibility of the sponsoring member.
- H. The cost of any property damage will be charged to the appropriate Resident.

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I. The following rules shall be in effect at all times:

- 1) For the health, safety and welfare of our children, no child under 12 years of age may enter the pool area (*not just the pool*) without a parent or an obligated adult (*age 16 or older*) in attendance and responsible for their behavior and safety.
- 2) No fighting, disorderly conduct, vandalism, horseplay, running, jumping, boisterous conduct, abusive or profane language, breach of the peace, or similar conduct is permitted within the pool area. Personal conduct in the pool must be such that the safety of anyone is not jeopardized.
- 3) Wheeled vehicles (other than baby strollers or wheelchairs) are not permitted in the pool area. Playpens, portable cribs or similar large baby equipment are not permitted within the pool area.
- 4) No person is permitted in the pool area when it is not open for general use for any reason.
- 5) All guests must be accompanied by a parent or an obligated adult (*age 16 years or older*). There is a limit of four (4) guest(s) per household in the Community. Relatives are guests unless they are actually living within the Community for an extended period of time.
- 6) Persons suffering from a communicable disease or any condition which has the appearance of being infectious, including, without limitation, open sore, inflamed eyes, nasal or ear discharge, or who is wearing a gauze bandage may not use the pool.
- 7) Only persons wearing proper swimming attire (swim suits or trunks) are permitted in the pool. No shorts, cut-offs, or street clothes with buckles, rivets or sharp objects will be permitted in the water.
- 8) All babies and toddlers who are not toilet trained are required to wear cloth diapers and rubber pants which must fit snugly at the waist and legs or swim diapers. This will preclude the necessity of having to close the pool to clean it due to "accidents."
- 9) Please shower before entering the pool.
- 10) Balls, floats, toys and games are permitted only when conditions allow, and their use does not interfere with the swimming rights of others.
- 11) NO DIVING
- 12) Standing, jumping, or sitting on any "rope" barrier, or removal of the barrier is not permitted.
- 13) Loud music is not permitted. Use of radios, tape decks, and all similar electronic equipment must not interfere with the enjoyment of others.
- 14) No alcoholic beverages or intoxicated persons are permitted within the pool area at any time.

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- 15) No gum is permitted in the pool areas. Breakable materials, such as bottles or glass, or other dangerous objects or materials are not permitted in the pool area. Pursuant to the governing documents, violators will have their rights suspended and a Resident may be assessed all costs actually incurred by Management, including, without limitation, the costs to drain and refill the pool, in the event a Resident or, in the case of a Resident of the Community, his/her family, guest, or invitee breaks glass in the pool.
- 16) Smoking is prohibited within the pool area.
- 17) Absolutely no animals are allowed in the pool house or pool area at any time.
- 18) Furniture within the pool area must be used appropriately. Please leave chairs in a neat and tidy condition and close umbrellas when unused to prevent wind damage. If you are last to leave, put the umbrellas down.
- 19) No furniture other than that provided for the pool area shall be permitted, and no furniture provided for the pool area may be removed from the area.

***ANY VIOLATION OF THE FOREGOING POOL RULES AND REGULATIONS MAY RESULT IN ENFORCEMENT ACTION UNDER THE DECLARATION, INCLUDING, WITHOUT LIMITATION, SUSPENSION OF A MEMBER'S RIGHT TO USE THE POOL.***

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Exhibit E  
COVID-19 Provisions

**COVID-19 PROVISIONS**

The following COVID-19 PROVISIONS shall apply during the pendency of any executive order issued by any governmental agency or department with jurisdiction over the Community which declares a COVID-19 emergency or other pandemic or public health emergency. Publication of these rules does not mean or guarantee that the Community Facilities as described herein are open for use. Community Facilities will be opened at the discretion of Management and may be closed at any time in the event Management determines that the continued operation or opening of one or more facilities in compliance with Regulatory Requirements (as hereinafter defined) is unfeasible or impractical.

**COVID-19 GENERAL RULES**

1. **Applicability of COVID-19 Rules.** Management's COVID-19 PROVISIONS (the "COVID-19 Rules") apply to the use of all property owned, managed, or controlled by Management, including, but not limited to, any common area property, amenities, open spaces, pavilions or other recreational facilities (the "Community Facilities"). In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail.
2. **Use of Community Facilities** – Entry upon or use of Community Facilities is at the user's own risk. Management reserves the right to require users to acknowledge these rules in writing and indemnify the Owners against any claims arising from Residents' use of the Community Facilities in a manner inconsistent with these COVID-19 Rules.
3. **COVID-19 Orders, Rules, and Guidance.** Users are advised that certain orders, rules, and guidance provided by governmental agencies and the Centers for Disease Control ("CDC") provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limits; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirements specific to certain activities or facilities ("Regulatory Requirements"). In the event of a conflict with any COVID-19 Rule, the Regulatory Requirements shall prevail.
4. **User Compliance.** Users must comply with all Regulatory Requirements, the COVID-19 Rules, and all other applicable rules and policies while using any Community Facilities. Owners are responsible for enforcing compliance by guests, if guest access is permitted, during any period of use of the Community Facilities. Users may be responsible for cleaning and disinfecting equipment and surfaces before and after any period of use. Users must review and understand the current community rules for use before entering any Community Facilities.
5. **User Assumption of Risk.** It is understood that the Community Facilities are to be used on an 'as is' basis, without warranty, and without any representation by Management or the Owners as to the suitability of the premises for the intended use. The Owners disclose that the CDC has provided the following guidance: "It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. This is not thought to be the main way the virus spreads, but we are still learning more about this virus." Users are further advised that the CDC recommends that high-touch surfaces be cleaned and disinfected

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regularly, but it is impracticable for Management to clean and disinfect high-touch surfaces or equipment after each user of its facilities. Given the possibility of contamination that is undetectable, users assume any risk associated with possible COVID-19 transmission or contamination and release and hold harmless the Owners, and their agents, employees, managers, directors, officers, and representatives, from and against any and all claims, causes of action, injury or illness, including infection due to COVID-19, arising out of or relating in any way to use of Community Facilities. Access rights, as described herein, are only provided based on the understanding that user agrees to the terms herein and, therefore, access rights are provided in exchange for this user release. Any person who tests positive for COVID-19 after using the Community Facilities must report the exposure to the Management, so that they may report the exposure to public health officials and take appropriate steps to close and clean the Facility.

6. **Social Distancing.** No person exhibiting a fever, or any symptoms associated with COVID-19 per the CDC (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Community Facilities. Users should maintain at least six feet of separation and distance from other users at all times while present at any Community Facilities, unless they are members of the same household. Community Facilities are inaccessible and off limits to anyone in a period of quarantine or mandatory isolation.

7. **No Guests Allowed.** Because of the reduced capacity of Community Facilities due to social distancing and other regulatory rules and guidelines, and to prioritize the use of Community Facilities by Residents, during the pendency of the COVID-19 crisis, no guests are allowed.

#### COVID-19 POOL RULES

1. **Applicability of COVID-19 Rules.** Management's **COVID-19 PROVISIONS** (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules General Rules also apply to community pool facilities.

2. Individual(s) who are reported to be or are found to be in violation of any of the following pool rules may immediately be asked to leave the pool facilities, and pool privileges may be suspended indefinitely at Management's discretion.

3. **USE OF THE POOL IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.**

4. **Occupancy is limited to, at a maximum, a designated percentage of the normal operating limits as mandated by the applicable governmental authority, or such lesser level as specified by Management and posted on signs at the pool area. The Owners' representatives or monitors have absolute authority and discretion to require users to leave the pool area or other Community Facilities. Users who are told to leave must immediately depart the premises. At the time of publication of these COVID-19 Rules, the maximum Bather Load (defined as the maximum combined number of users present in the water and on the pool deck) is 25% of the normal Bather Load; or 43 persons.**

5. Users are expected to provide their own cleaning supplies, such as hand sanitizer, disinfecting wipes or sprays, etc., necessary for the additional cleaning requirements mandated by CDC guidelines.

6. Social distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

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7. Pool access may be further restricted by Management's policies.

8. No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Pool Area or make a reservation. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may enter the pool area. Any person who tests positive for COVID-19 after using the Community Facilities must report the exposure to the Management, so that they may report the exposure to public health officials and take appropriate steps to close and clean the Facility.

9. Out of consideration for other members of the Community, swimmers are encouraged to wash their hands before entering the pool area, touching the gate, keypad, pool rails, and before and after using the bathroom.

10. Proper use of cloth face coverings in Community Facilities is generally encouraged, and face coverings are most essential at times when physical distancing is difficult. However, wearing face coverings in the water is discouraged, as cloth face coverings can be difficult to breathe through when they are wet.

11. Please shower at home before traveling to the pool facilities. ALL SHOWERS MUST BE CLEANED BY THE USER WITH EPA APPROVED CLEANING PRODUCTS AFTER EACH USE.

12. Food consumption is not permitted in the pool area at this time.

13. Users are advised that Management may remove all pool furniture or equipment. Any furniture or equipment must be sanitized by user before and after use.

14. All users must observe the signs posted while in the pool area.

15. SPLASH PADS ARE CLOSED IN ACCORDANCE WITH REGULATORY REQUIREMENTS.