



**Big Canoe® POA**

**2025 MEMBERSHIP PROVISIONS**

**JANUARY 1, 2025**



# Big Canoe® POA

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# Big Canoe® POA

## INTRODUCTION

Big Canoe Property Owners Association, Inc., a Georgia not-for-profit corporation ("POA"), owns, operates and manages the real property and facilities located in Pickens County, Georgia, known as the Big Canoe amenities ("Amenities"). The facilities presently consist of; a 27 hole golf course, driving range, proshop, two outdoor aquatic centers, outdoor and indoor tennis courts, pickleball courts, bocce courts, the Wellness Center with an indoor pool, marina, Clubhouse, Duffer's Bistro, locker rooms, bag storage facility(collectively, "Amenities"). The Amenities are located in the community known as Big Canoe ("Community")

The POA has established a membership program to use the Amenities, as well as other special benefits of membership. All rights of members to use the Amenities are subject to these Membership Provisions, as they may be amended ("Membership Provisions"), the AmenityRules for Big Canoe ("AmenityRules"), the terms and conditions set forth in a membership agreement entered into between the property owner and the POA ("Membership Agreement"), the property owner's application for membership in the Amenities ("Membership Application"), and payment of such initiation fees, membership fees and other charges (collectively, "Membership Fees") as the POA may establish and reviewed at least annually. Membership applications are subject to approval by the POA and the membership requires payment of applicable Membership fees as the POA has established and will change from time to time.

The use of the term "membership" is used for descriptive purposes only and does not mean a membership separate from or in addition to membership in the Big Canoe Property Owners Association, Inc. and does not change the easement of enjoyment in or to the Common Properties afforded to an OWner by the terms of the Declaration.

Bocce is an amenity membership available to all property owners. Bocce courts are scheduled through the Racquet Club. The Bocce League carries an additional fee and has scheduling priority for organized play.

# 1. TYPES OF MEMBERSHIPS AND USE PRIVILEGES

## 1.1 Classes of Membership

There are currently 3 classes of membership in the Amenities. Individual, Full, and Out-of-State (for Racquet and Wellness only).

### 1.1.1 Golf Membership

Any owner of property in the Community who is in good standing is eligible for a Golf membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the golf amenities generally available for use by members, with no payment of greens fees. Included in the benefits of membership are;

Benefits:

- Unlimited complimentary greens fees
- Advanced tee times (14 Days)
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary green fees for accompanied Non-Property Owner guests (cart not included)
- Free round of golf on your birthday (complimentary cart fee)
- 20% member discount on Golf Pro Shop soft goods
- Complimentary Wildcat Pool access for Golf Members

### 1.1.2 Racquet Membership

Any owner of property in the Community is eligible for tennis membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the tennis amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited complimentary greens fees
- Advanced tee times (14 Days)
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary green fees for accompanied Non-Property Owner guests (cart not included)
- Free round of golf on your birthday (complimentary cart fee)
- 20% member discount on Golf Pro Shop soft goods
- Complimentary Wildcat Pool access for Golf Members

### **1.1.3 Racquet Membership (Out-of-State)**

Any property owner in the community whose primary residence is not in the state of Georgia is eligible for an out-of-state Racquet membership. This entitles the authorized users of the membership (as described in Section 1.2) to use all of the Racquet amenities generally available to members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited use of the indoor and outdoor tennis courts, pickleball, and bocce courts
- Ball machine access
- Use of loaner rackets

This membership does not include guest passes, preferential guest rates, or a discount on Racquet Pro Shop soft goods.

Members must submit a driver's license with an out-of-state address and one of the following: a recent utility bill from their out-of-state residence, a voter registration card from their current state, a lease agreement or mortgage statement from their out-of-state property, vehicle registration or a bank statement showing their out-of-state address. If the primary residence changes, the membership will revert to a regular membership. The POA has the sole authority to grant or revoke said membership.

### **1.1.4 Pickleball Membership**

Any owner of property in the Community is eligible for tennis membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Pickleball amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited use of the pickleball courts
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary Non-Property Owner guest passes
- Use of loaner paddles
- 20% member discount on Racquet Pro Shop soft goods

### **1.1.5 Bocce Membership**

Any owner of property in the Community is eligible for tennis membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Bocce amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited use of Bocce courts and Bocce balls
- Three (3) complimentary Non-Property Owner guest passes
- Accompanied guest rate equal to Property Owner's daily rate
- 20% member discount on Racquet Pro Shop soft goods

### **1.1.9 Wellness Membership**

Any owner of property in the Community is eligible for tennis membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Wellness amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited use of the facility, including the indoor pool, racquetball courts, and rental rackets
- Three (3) complimentary Non-Property Owner guest passes
- Equipment Orientation
- Accompanied guest rate equal to Property Owner's daily rate
- 20% discount on wellness center shop soft goods

### **1.1.10 Wellness Membership (Out-of-State)**

Any property owner in the community whose primary residence is not in the state of Georgia is eligible for an out-of-state Racquet membership. This entitles the authorized users of the membership (as described in Section 1.2) to use all of the Wellness amenities generally available to members, with no payment of usage fees. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited use of the facility, including the indoor pool, racquetball courts, and rental rackets
- Equipment Orientation

This membership does not include guest passes, preferential guest rates, or a discount on Wellness Center soft goods.

Members must submit a driver's license with an out-of-state address and one of the following: a recent utility bill from their out-of-state residence, a voter registration card from their current state, a lease agreement or mortgage statement from their out-of-state property, vehicle registration or a bank statement showing their out-of-state address. If the primary residence changes, the membership will revert to a regular membership. The POA has the sole authority to grant or revoke said membership.

### **1.1.11 Outdoor Aquatics Membership**

Any owner of property in the Community is eligible for tennis membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Outdoor Aquatics amenities generally available for use by members. This membership is seasonal and will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited access to the Beach Club pool and Lake access that includes paddle boats, kayaks, paddle boards, canoes and rockslide
- Access to the Wildcat Pool
- Access to Rockslide and inflatable water park (must be under 18 years of age to use)
- Accompanied guest rate equal to Property Owner's daily rate
- Complimentary access for guests 18 and under when accompanied by the Property Owner

### **1.1.12 Fishing Membership**

Any owner of property in the Community is eligible for tennis membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Golf amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Benefits:

- Unlimited access to two (2) lakes containing Catfish, Bass, Brim, Crappie, (Lake Petit is stocked with rainbow trout from October – April)
- 20% member discount on soft goods

Notes:

- No Minnows allowed
- Trout cannot be thrown back into the lake. The Marina will take unwanted catches
- Limit four trout per Big Canoe fishing license per day
- A Georgia fishing permit does not cover fishing in Big Canoe and it is not required for the purchase of a Big Canoe fishing license.

## **1.2 Authorized Users: Exercise of Privileges**

Use privileges are extended in accordance with the dues category that the member or designee has elected. Members shall make such election on their application for membership. Thereafter, a member may change such election no more than once in any 12-month period for the following year by written notice to the POA, accompanied by payment of such change fee as the POA may establish from time to time. A Non-Peak Golf Member may upgrade to the Full membership at any time but must remain a full Member for a 12-month period commencing at the time of upgrade. A member shall select from among the following dues categories:

### **1.2.1 Individual**

Paying dues in the Individual dues category entitles only the member to use the Amenities.

### **1.2.2 Full**

Paying dues in the Full dues category entitles the member and spouse residing in the same household as the member, the dependents of each 25 years of age or younger who either reside with the member full-time or attend college full-time, and any adult dependents who are disabled and completely dependent upon the member to use the Amenities.

### **1.2.3 Guests of Members**

Any owner of property in the Community is eligible for Golf membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the golf amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit in writing a request to cancel the membership.

Use of the Amenities by all members and their authorized users is subject to these Membership Provisions and the Amenities Rules. Use and access are limited to operating hours and subject to availability and, except as otherwise specifically stated above, payment of such charges as the POA may establish from time to time. Members shall be responsible for ensuring compliance with these Membership Provisions and the Amenities Rules by the member's authorized users and guests.

## **1.3 Rental Properties**

If a property is being used as a long-term rental property, the lessee may have membership privileges to the amenity(s) of their choice. A long-term rental is defined as any property being leased for twelve (12) months or longer. Both the Property Owner and Lessee are entitled to amenity memberships on the same property.

The POA requires the Property Owner's consent and a copy of the signed lease to add memberships for long-term lessees who live in Big Canoe full-time. The property owner will be asked to complete paperwork and accept financial responsibility for any unpaid amenity fees.

Once this process is complete, the renters have normal access to the amenities as members per the terms agreed to by the Property Owner.

## **1.4 Multiple Owners**

In accordance with Big Canoe Policies and Procedure 201.1, for those properties that have more than one owner, a separate account will be set up for each owner listed on the property's deed. Each owner will have the opportunity to belong to the amenities and will be responsible for payment.



## **2. FINANCIAL OBLIGATION OF MEMBERS**

### **2.1 Membership Fees**

#### **2.1.1 Reinstatement Fee Provisions**

A membership reinstatement fee is required if a property owner or lessee previously held an amenity membership and then canceled. If they rejoin the amenity, they are subject to a reinstatement fee, which is established by the Big Canoe Property Owner's Association Board of Directors.

The membership reinstatement fee is waived for property owners and lessees who have been out of the program for two or more years and are in good standing with the POA. If the property owner or lessee has been out of the Amenity for less than two years, catch-up dues shall be paid to become current, or the property owner or lessee shall pay the reinstatement fee, whichever option is less.

#### **2.1.2 Types of Fees**

Membership shall be subject to payment of a reinstatement fee (as defined in the Reinstatement Fee Provisions above), an annual membership fee, and such other user fees and charges as the POA may establish from time to time, which may vary according to the class of membership held and the fees category selected.

In addition to such other charges as are specifically authorized in these Membership Provisions, such user fees and charges may include, without limitation, golf cart rental fees, range fees, locker fees, storage fees, fees for failure to cancel reserved tee times or other reservations, and merchandise purchase program participation fees. The POA shall publish a schedule of user fees and charges, which shall be subject to change from time to time at the POA's sole discretion. All Membership fees are non-refundable.

#### **2.1.3 Amenities Account and Payments**

The Property Owners Association maintains an account for each property in the owner's name(s) and shall post all membership fees, as well as user fees and other charges authorized by an owner (member) to that account. The members shall also have the right to charge purchases in an amenity to that account.

The applicable reinstatement fee, if any, for membership shall be due and payable to the POA in full prior to issuance of the membership. Unless the POA otherwise specifies, all annual membership fees shall be annual fees payable monthly and based on a twelve-month period commencing with the anniversary date of the member's activation. Members shall be responsible for all user fees and other charges that their authorized users and guests incur.

The POA shall bill the member's account monthly for the current month's fees and all user fees and other charges incurred by the member and the member's authorized users during the preceding month.

## **2.2 Delinquencies**

Member agrees that all sums charged to his/her account shall be considered "charges" under Article VI of the Declaration and shall entitle the Property Owners Association to collect those sums in accordance with Article VI, Section 9, including, but not limited to the filing of a lien against a member's lot, imposing a late fee, charging interest at a rate of 1.5% per month on the amount past due, and reasonable attorney's fees incurred.

If a member's POA Account is more than 60 days past due, the member loses all amenity usage rights for self and guests. At the time a member's POA Account becomes 90 days past due, the member's Amenity Membership will be canceled. A membership reinstatement fee will be required to activate the membership based on the current reinstatement fee schedule. In addition, the POA will initiate collection procedures in accordance with the Declaration and the Association's policies.

## **2.3 Medical Leave**

If a member suffers from a debilitating illness or injury, as acknowledged in writing by a licensed physician, upon written request to the POA, the POA may place the membership on inactive status for a minimum of three months and a maximum of one year. Medical Leave is for members who have suffered a major illness, surgery, or long-term injury, not for minor injuries such as sprained ankles, sore joints, broken fingers, etc. The POA may consider Medical Leave requests on a case-by-case basis for special circumstances.

A membership on inactive status shall not be charged dues for such period, and all use and privileges of the member and the member's authorized users and guests shall be suspended until the membership is returned to active status. Use of an amenity while on Medical Leave will automatically return the membership to "Active" mode.

If a member is placed on Medical Leave during the first year of the membership, the inactive period will not be recognized as part of the 12-month obligation unless the disability is permanent. The Medical Leave will extend the membership anniversary date to correspond with the number of months on inactive status.

# **3. CONVERSION, TRANSFER AND TERMINATION OF MEMBERSHIPS**

## **3.1 Conversion**

A member may upgrade to a specific amenity membership to become a family at any time. A downgrade of the amenity membership may only occur after the twelve (12) month anniversary and only twice within the life of the membership. Any conversion must be done in writing before the 15th of the month to be effective for that month.

Once a member upgrades an amenity membership, the membership may not be downgraded for twelve (12) months.

## **3.2 Transfer of Memberships**

### **3.2.1 General**

Except as specifically provided in these Membership Provisions or in the Membership Agreement, memberships are not transferable except to and by the POA, and any other attempt to transfer a membership shall be void and of no effect.

### **3.2.2 Separation; Divorce; Termination of Cohabitation or Co-ownership**

In the event that members who hold membership in their joint names are legally separated, divorced, or cease to be co-owners of a property in the Community, the membership shall vest in the member who is legally entitled to occupy the property in the Community.

In each of the foregoing cases, the rights of the other member in and to such membership shall terminate upon the occurrence of the event described above. Both members shall remain jointly and severally liable for the payment of all dues and fees associated with the membership until the POA has received written notice thereof.

## **3.3 Termination of Memberships**

### **3.3.1 Voluntary Resignation**

A member may voluntarily resign the membership by written notice to the POA at least 30 days prior to the end of the first membership year. Such resignation shall be effective as of the end of the membership year in which such notice is received unless the member requests and the POA approves a later effective date.

### **3.3.2 Death**

Upon the death of a member, the surviving spouse or trustee shall be responsible for payment of all dues and charges on the member's account until the POA has received written notice of resignation of such membership. Upon resignation, charges may be refunded from time of death

### **3.3.3 Other Events of Termination**

In addition to the foregoing, such membership shall automatically terminate upon occurrence of any of the following events:

- Upon the member ceasing to meet the eligibility requirements for the class of membership held (in the case of membership in joint names, if either member continues to satisfy such eligibility requirements, only the rights of the member who ceases to meet them shall terminate);
- Upon the POA account becoming 90 days past due
- Upon the sale of your property

## **4. GOOD STANDING AND DISCIPLINE**

### **4.1 Good Standing**

Only members in good standing shall be entitled to the benefits afforded to members. A member shall cease to be in "good standing" upon the occurrence of any of the following:

- Failure to pay to the POA any fees or other charges, assessments, or any installment thereof, within sixty (60) days of the due date;
- Failure to accompany a guest if and when required while using the Amenities;
- Violation of these Membership Provisions or the Amenities Rules; or
- Commission of any act which the POA determines to be detrimental to or likely to endanger the welfare, safety, harmony or good reputation of the POA, the Amenities or any member or authorized user.

### **4.2 Discipline**

#### **4.2.1 Sanctions**

If the POA determines, in accordance with the procedures set forth below, that any member or other authorized user is no longer in good standing, the POA may impose such sanctions, as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or expulsion and termination of membership. Any temporary suspension of membership privileges shall be for such period, as the POA deems appropriate. A suspended member or authorized user shall remain fully liable for all Membership Fees and other charges accruing during any period of suspension.

#### **4.2.2 Notice and Hearing**

The POA shall not impose a sanction unless and until the Association has sent or delivered written notice to the member/violator as provided in subsection 6.1 below. However, compliance with this subparagraph shall not be required for suspension of the right to use the amenities if a member's account is more than sixty (60) days delinquent in any payment due the Association, in which case suspension of the right to use the Amenities shall be automatic.

(i) Notice: If any provision of the Membership Documents or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing: If a written request for a hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold, in executive session, a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearings, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in the loss of the right to challenge and request reconsideration of the fines.

Notwithstanding the hearing requirement specified above, the POA may immediately suspend the rights and privileges of a member or authorized user when, in its sole discretion, the POA determines that such person's conduct, if repeated, would pose a threat to the welfare and safety of the Amenities and its members of that the time period involved in complying with the hearing procedure set forth above would render such hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period. In such event, the member or authorized user involved shall have the right to appeal the suspension to the POA. To perfect this right, the POA or its designee must receive a written notice of appeal within ten (10) days after the date of suspension. If such a suspension is appealed, the POA or its designee shall comply with the applicable notice and hearing procedures set forth above. If such a suspension is not appealed, the POA or its designee shall review the facts surrounding the suspension to determine the length of the suspension or if further disciplinary action is necessary.

## **5. MANAGEMENT, OPERATION AND TRANSFER OF AMENITIES**

### **5.1 Amenities Management**

The POA shall have exclusive authority and shall be responsible for the management and operation of the Amenities, which shall include, without limitation, the following:

#### **5.1.1 Staffing**

The POA shall select, retain, supervise, direct, fix the compensation of and discharge, in its sole discretion, all professionals and other personnel, agents, and/or independent contractors that the POA deems necessary or desirable for the smooth and efficient operation and maintenance of the Amenities. Any complaints regarding such personnel shall be directed to the POA. No person other than persons designated by the POA shall reprimand or admonish such personnel or direct them to perform their duties.

#### **5.1.2 Nature and Condition of Amenities**

The POA reserves the right to add or eliminate facilities, discontinue or modify the operation of existing Amenities, and otherwise make such changes to the Amenities and level of operations as the POA deems appropriate in its sole discretion. The POA makes no representations or warranties with respect to the nature or condition of the Amenities or the suitability of the Amenities for any particular purpose. The POA may, but shall not be obligated to, establish or provide for capital reserves or any other reserve fund related to the operation or maintenance of the Amenities.

### **5.1.3 Amenities Rules and Provisions**

The POA has the exclusive authority to adopt and amend rules and provisions governing the use of and conduct of the Amenities, including, without limitation, provisions regarding tee time allocation, reservations, and guest privileges. Such rules and provisions are subject to change at the POA's sole discretion.

### **5.1.4 Hours of Operation**

The POA shall have sole and exclusive authority to determine the hours of operation of the Amenities, the number and schedule of tournaments and special events, and the closure of portions of the Amenities during inclement weather and for maintenance, repair, and other purposes as the POA deems appropriate.

### **5.1.5 Special Events**

The POA reserves the right to make all or portions of the Amenities available for special events, including, without limitation, tournaments, private parties, and charitable events, to determine the number and scheduling of such events in its sole discretion, and to restrict members' use of the Amenities during such events.

### **5.1.6 Delegation**

The POA shall have the right to delegate, transfer, or assign any or all of its rights and responsibilities for the management and operation of the Amenities to such persons and on such terms as the POA deems appropriate in its sole discretion.

## **6. GENERAL PROVISIONS**

### **6.1 Notices**

Except as otherwise specifically provided in these Membership Provisions, all notices or other communications (other than regular statements of account) required to be given or made hereunder shall be in writing and shall be delivered electronically via online forms and emails. Notices to the POA shall be delivered electronically as directed. Notices to a member shall be sent to the member at the same email address on file at the Community's accounting office. Statements shall be sent to the physical address on file unless the member requests digital statements.

### **6.2 Amendment**

The POA reserves the right, in its sole and absolute discretion, to amend these Membership Provisions at any time and in any manner that it deems appropriate. Any amendment shall become effective when notice thereof is delivered to the members.

### **6.3 Personal Responsibility**

Each person entering or using the Amenities agrees to assume sole responsibility for their personal safety and the safety of their personal property brought upon, used, or stored at the Amenities. The POA shall not be responsible for any loss or damage to any personal property brought upon, used, or stored at the Amenities, whether in lockers or elsewhere.

Each member and member's designee further agrees to be responsible and liable for any property damage and/or personal injury which such member causes, or which is caused by such member's authorized users or guests, while on the Amenities, or at any activity or function operated, organized, arranged or sponsored by the POA. In addition, a member who arranges or sponsors any activity or function at the Amenities shall be responsible for any such damage or injury, even if such damage or injury was not caused by the member. The cost of repairing any such damage shall be charged to the member's Amenities account.