

# Amenities & General Use Policy for Guests/Renters

Approved on: 11/5/2024

For more information, contact: [HOABoard@thespringsathighrock.org](mailto:HOABoard@thespringsathighrock.org)

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## Purpose

The Amenities Use Policy has been updated to clarify and define The Springs at High Rock (SHR) amenity use by Renters and Guests, and therein identifies specific Property Owner's and Renter's/Guest's responsibilities.

Fundamentally, Guests and Renters may use amenities if the Property Owner in good standing or an immediate family member always accompanies the Guest/Renter. As short-term property rentals (Airbnb, VRBO, etc) increase, it is important to emphasize the responsibilities of Property Owners toward maintaining the safety, security, harmony and the ethos of our community when renting

Note: The SHR "Declaration of Restrictive Covenants" state "... ***the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling*** ...". The intent of this statement as it pertains to short-term and long-term rentals is under study and could result in short-term and/or long-term rentals being prohibited.

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## Definitions

**Amenity** – A shared resource within The Springs at High Rock (SHR) community maintained by the community for use by Property Owners in good standing and their immediate family members. The community amenities include the clubhouse, the clubhouse deck, pool, hot tub, tennis and pickleball courts, fire pits, ponds, boat ramp, boat storage, piers and docks, parking areas, etc. Walking trails are not considered an amenity in the context of this policy.

**Property Owner in good standing** – A Property Owner (Owner) in good standing is a person recognized as an owner of property according to the recorded property deed within the SHR community and has no outstanding HOA fees or violations. "HOA member" is synonymous with Property Owner.

**Immediate Family Member** – An Immediate Family Member is a person directly related to the Property Owner, 16 years of age or older with the same legal address as the Property Owner.

**Guest** – A Guest is an invited visitor of a Property Owner.

**Renter** – A paying visitor/occupier of a property owned by an SHR HOA member (Property Owner) and any associated person in the Renter's party.

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## Rules, Responsibilities and Procedures

1. Use of SHR amenities:
  - a. Any Guest/Renter may use all SHR amenities except the boat storage area, **if the Property Owner in good standing and/or Immediate Family Member *always* accompanies the Guest/Renter.** Failure to comply may result in a fine assessed to the Property Owner.
  - b. The boat storage area is never available to Guests/Renters, regardless of Property Owner/Immediate Family member presence.
2. Property Owners' responsibilities:
  - a. Any reference to SHR amenities in advertisements for property rentals by the Property Owner should make Rule 1a and 1b clear or not mention them at all.
  - b. The Property Owner must only rent to a single family at a time.
  - c. The Property Owner must keep the HOA Board notified of any change of contact information – including but not limited to name, mailing address, phone or email.
  - d. The Property Owner must provide the Guest/Renter access to all current declarations, covenants, and rules (found at [www.thespringsathighrock.org](http://www.thespringsathighrock.org)) that might affect the Guest/Renter while in the community. These include but are not limited to: Emergency Fire Response and Evacuation Plan, Neighborhood Appearance Policy (particularly as it relates to fire and pets), and the Parking Policy (particularly the temporary parking pass).
  - e. The Property Owner informs Guests/Renters of the Fire Risk Rating. When the risk is high, no outdoor fires are allowed. Otherwise, outdoor fires are permissible when using a fire screen.

- f. The Property Owner informs Guests/Renters that SHR is a quiet residential neighborhood. No excessive noise or commotion will be tolerated.
  - g. The Property Owner is solely responsible for actions of its Guests/Renters, such that if any violations to any declarations, covenants or rules occur the Property Owner is responsible for their immediate correction. Any damage to SHR common areas by the Renter shall become the fiscal responsibility of the Property Owner.
  - h. Failure to take a proactive approach to the actions or comply to the above, could result in a fine for the Property Owner.
3. Guest's/Renter's responsibilities:
- a. The Guest/Renter understands that they shall comply with all declarations, covenants and rules of the SHR HOA. Failure to comply could result in action by the HOA Board including but not limited to fines for the Property Owner and request for eviction from the property.
  - b. The Guest/Renter understands that any issue involving the SHR HOA must be resolved with the Property Owner and HOA, not the Guest/Renter and HOA.
4. Gate Access for Renters:
- a. If a Renter requires independent access to the community, one temporary access device may be issued to the Renter for their exclusive use. This access device is not to be shared with other individuals. Failure to follow this requirement could result in the Property Owner being fined.
  - b. To obtain this temporary device, the Property Owner completes the form on the next page, and electronically sends **the form and a copy of the lease** to the [HOA Board](#) at least 48 hours in advance of the rental property check-in.

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## Request for Renter's Temporary Gate Access

Property Owner to complete this form for *each* rental request.

Electronically send this form and a copy of the Renter's Rental Agreement to [hoaboard@thespringsathighrock.org](mailto:hoaboard@thespringsathighrock.org) at least 48 hours prior to Renter's arrival.

Property Owner Name: \_\_\_\_\_

SHR Rental Property Address: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner Mailing Address: \_\_\_\_\_

Rental Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renter Name: \_\_\_\_\_

Renter Phone: \_\_\_\_\_

Renter Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ License: \_\_\_\_\_

Number of Person's in Renter's Party: \_\_\_\_\_

Today's Date \_\_\_\_\_ HOA Board Approval Date: \_\_\_\_\_

HOA Board Representative Signature: \_\_\_\_\_