

Amenities & General Use Policy for Guests & Renters

Approved on: 12/13/2024

For more information, contact: HOABoard@thespringsathighrock.org

Purpose

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

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 family members. The community amenities include the clubhouse, the clubhouse deck, pool, hot tub, tennis and pickleball courts, fire pits, ponds, walking trails, boat ramp, boat storage, piers and docks, parking areas, etc.

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.

Family Member – A Family Member is a person directly related to the Property Owner that either lives with the Property Owner or is an overnight relative of the Property Owner.

Guest – A Guest is an invited visitor of a Property Owner that is not a directly related Family Member.

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.

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 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/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) 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 must inform 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 must not rent to a capacity of more than 2 adults per bedroom.
 - g. The Property Owner must provide a minimum number of 2-A:10-B:C-rated fire extinguishers such that one is located near each cooking area and one is located near an outside fire pit.
 - h. The Property Owner must inform Guests/Renters that SHR is a quiet residential neighborhood. No activity other than lodging is allowed. Special events, including weddings, receptions and other gatherings are not permitted at or on the rental property.
 - i. 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 Guests/Renters shall become the fiscal responsibility of the Property Owner.
 - j. 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 dedicated remote access device may be issued to the Property Owner for the exclusive use of Renters. This access device is not to be shared with other individuals. Failure to follow this requirement could result in the Property Owner being fined or the remote access device being deactivated. This dedicated remote access device may be obtained from the [Security Committee](#) for a fee.
 - b. In order to keep the dedicated remote access device activated, the Property Owner must complete the Request for Temporary Gate Access (next page) for each new rental and electronically send to the [HOA Board](#) at least 72 hours in advance of the rental property check-in.

Request for Renter's Temporary Gate Access

Property Owner to complete this form for **EACH NEW** rental request.

Electronically send this form and a copy of the Renter's Rental Agreement to hoaboard@thespringsathighrock.org at least 72 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: () Adults () Children

Today's Date _____ HOA Board Approval Date: _____

HOA Board Representative Signature: _____

By submitting this form, I, the Property Owner listed above, acknowledge that I have read, understand and will abide by this Amenities Use Policy, and that I have shared this policy with the Renter listed above.