



Salt Creek LANDING

Salt Creek Landing Rules and Regulations

Covenant Declared Rules

* This list is not comprehensive, for a complete list of Covenant Declared rules please review the Covenants, Conditions, and Restrictions.

CC&R 2.1 - All homes must be used as Single Family homes. All short term rentals such as AirBnB, VRBO, and other short term rentals for commercial use are prohibited.

CC&R 2.8- 2.10 **PETS** - No non-domesticated animals, livestock or poultry of any kind shall be raised, bred, boarded, or kept on any site. No Homeowner or occupant may keep, breed or maintain any pet for any commercial purpose. No animal of any kind shall be permitted to remain on the property that is found by the HOA to make an unreasonable amount of noise or odor. Each Homeowner shall be financially responsible and liable for any damage caused by their pet. All local ordinances concerning pets must be obeyed at all times. No pets are allowed in any Amenity area. All cats or dogs over 3 months must be vaccinated for rabies yearly. All pet owners must clean up promptly after their pet(s) and dispose of the pet waste in suitable containers.. All pets shall be leashed at all times when not fenced within the Homeowners Property, and shall not be allowed to roam free in the neighborhood. Pets may not be tethered unattended. Invisible Fences must be marked for common knowledge.

CC&R 2.11-2.13 **PARKING**: No overnight parking on the street is allowed. Any exceptions must be approved by the HOA Board by way of Overnight Parking Request Form. A maximum of 5 nights for any single vehicle can be allowed. This form is also used for any oversized vehicle parking, dumpster, or trailer that must be parked visibly in front of the home. In all other circumstances dumpsters and trailers must be parked behind the home and not visible from the front of the home.

CC&R 2.18- **TRASH CONTAINERS, RECYCLE BINS AND ENCLOSURES** - No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any site except within an enclosed structure such as a storage shed or trash receptacle or appropriately screened from view. All trash receptacles and/or yard waste to be emptied must be placed at curb and removed from curb within 24 hours after the trash collection day. Items placed out for collection must be secured such that animals cannot get into trash or such that litter is caused. Trash and recycling containers shall be stored and placed in the homeowner's garage, backyard, behind a fence, or a screen may be constructed so they are not visible from the street.

CC&R 3.3- **ARCHITECTURAL CHANGES**- Any changes to the exterior of the home are subject to review by the ARC and must be approved prior to installation or change.

SOLICITATION- There shall be NO SOLICITATION within Salt Creek Landing, of any kind, whether or not for profit, to include door-to-door requests, or the leaving or posting of any leaflets, handbills, advertisements, or any other written documents or objects distributed to homes or mailboxes, within or throughout Salt Creek Landing. The Board of Directors shall maintain a NO SOLICITATION sign on post at the entrance to Salt Creek Landing, and shall enforce any violations thereof.

1. Common Area Rules and Regulations

- a. All Common areas of the Salt Creek Landing HOA and Covenant Community are for the use of residents in good standing, current in the payment of all dues and fines, and their guests.
- b. A resident must accompany all guests.
- c. The Board of Directors reserves the right to restrict the use of any amenities as stated in the CC&Rs.
- d. Broken or damaged equipment is to be reported to the HOA Board of Directors immediately.
- e. An Emergency telephone is located on the poolside wall of the Community Shelter.
- f. No smoking is permitted on community grounds
- g. No glass beverage bottles are permitted on community grounds.

2. Pool Cabana Event Rental Rules

- a. Homeowners must have a written request to host an Event at the HOA Pool Cabana.
- b. The HOA shall provide the Homeowner with a Release of Claims and Liability Form.
- c. The homeowner shall, sign, date and return the Release of Claims and Liability Form to the HOA
- d. The rental is only for the use of the Cabana and its restrooms. The pool itself is restricted from use unless explicitly requested. must
- e. There will be a refundable cleaning deposit for all rentals of \$125.00. The amount will be refunded upon inspection by the HOA Board Representative.
- f. All events held at the Pool Cabana must end by 9 p.m. unless given prior approval by the HOA Board of Directors and prior notice must be given to homeowners of events lasting later than 9 p.m.
- g. The Homeowner is responsible for complete set-up and clean up. All materials brought in for the event must be removed immediately upon completion of the event. The Homeowner is responsible for all necessary equipment for cleaning and replacing all furniture/equipment back in their normal positions.

- h. The Homeowner and all guests must comply with requests from the HOA Board members, life guard, pool supervisor, security person or pool company staff.
- i. Vehicles for the event must not park in or block the streets and are not allowed to park on the grass.
- j. The noise level must be kept at an appropriate level. As defined in The City of Savannah noise ordinance, sound equipment may not exceed 90dBa. All music must stop after 9:00pm as a courtesy to nearby homeowners regardless of the ending time of the event.
- k. The event DOES NOT PROHIBIT other homeowners from using the other areas or other amenities of the community.

Release of Claims and Liability for Homeowner Events on Common Property

The Homeowner shall additionally acknowledge and agree to the following:

- 1. The Homeowner shall release the HOA, its Directors, Officers, heirs, legal representatives, employees and assigns based upon cause of action that arises out of or in connection with the Homeowner's use of the HOA owned Common Property.
- 2. The Release of Claims and Liability Form shall apply to any loss of or damage to the Homeowner's property, and to any personal injury (including death) that the Homeowner, or their Tenants/Renters, Guests, Visitors, Pets and all persons suffer, including, without being limited to any loss, damage or injury sustained or allegedly sustained by the Homeowner or their Tenants/Renters, Guests, Visitors, Pets and all persons for any reason.
- 3. The Homeowner shall fully understand and assume all the risks, dangers, and responsibilities connected with the Event.
- 4. The Homeowner shall fully assume responsibility for any and all damage(s) to the HOA owned Common Property which arises out of or in connection with the Homeowner's use during the event.
- 5. The Homeowner shall agree that the HOA owned Common Property shall be left in the same condition as it was found prior to the Event. This includes restoring any damage(s) to landscaping, grass, earth, fences, etc. and trash removal.
- 6. Failure to return the HOA owned Common Property to its original condition will result in all association charges being the responsibility of the Homeowner. This shall also include the cost of repairs to reimburse the HOA, as well as imposing a Homeowner fine up to equal to the cost of the repairs. As per the Enforcement of Rules section of this document unpaid fines are collectible in the same manner as unpaid collectible in the same manner as unpaid monthly assessments, and may result in a lien on the Homeowner's property. Use of the common properties will be suspended until reimbursement of repairs and any fines have been paid.

3. Swimming Pool and Pool Area Rules

- a. The pool will be opened yearly from May 1 to October 1, barring unforeseen circumstances.
- b. The pool and pool area is for the use of Salt Creek Landings residents in good standing, current in the payment of all dues and fines, and their guests.

- c. A resident must accompany all guests.
- d. The HOA Board of Directors reserves the right to restrict the use of the Pool and the Pool area, irrespective of good standing with the HOA including having a zero balance.
- e. The pool and pool area is closed from Dusk to Dawn.
- f. The pool gate is to be closed after entering and exiting the Pool and Pool area.
- g. Broken equipment or pool/ pool area hazards are to be reported to the HOA Board of Directors immediately.
- h. The emergency telephone is located on the poolside wall of the Pool Cabana.
- i. Children under the age of 14 shall not use the pool and pool area without adult supervision.
- j. Children age 3 years and younger, and any child not potty-trained, must wear snug fitting plastic pants or a water resistant swim diaper.
- k. There is no lifeguard on duty.
- l. Use of the Pool and Pool area is always at the risk of the individual; the Salt Creek Landing assumes no responsibility or liability for any accidents or injuries.
- m. Diving is not allowed.
- n. Unattended swimming is prohibited.
- o. Swimming during rain or when thunder and lightning can be seen or heard is not allowed.
- p. No running or rough play is allowed.
- q. All belongings and trash are to be removed before exiting the Pool area.
- r. Pool furniture is to be returned to their original location before leaving the Pool Area.
- s. Homeowners sharing or giving out their entry key is not permitted, along with sharing keys with guests (or children) of other Homeowners who are delinquent.
- t. Homeowners are responsible for all guests.
- u. Homeowners are responsible for entry key(s). Any lost or stolen key must be replaced by contacting the HOA Board of Director immediately. A replacement key will be the cost of the key plus a \$5 fine.

4. Playground Rules

- a. The playground is for the use of Salt Creek Landings residents in good standing, current in the payment of all dues and fines, and their guests.
- b. A resident must accompany all guests.
- c. The HOA Board of Directors reserves the right to restrict the use of the Playground.
- d. The Playground is closed from dusk to dawn.
- e. The gate is to be closed after entering and exiting the Playground.
- f. Adult Supervision is required.
- g. Use of the Playground is always at the risk of the individual. The Salt Creek Landing HOA assumes no responsibility or liability for any accidents or injuries.
- h. Broken equipment or Playground hazards are to be reported to the Salt Creek Landing HOA immediately.
- i. The equipment shall only be used as designed for the age group.
- j. The equipment shall not be used when wet.
- k. The equipment shall not be used improperly.

- l. Proper attire, including footwear must be used at all times.
- m. Running, pushing, or shoving is not allowed.
- n. Profanity is not permitted at or around the playground.
- o. No Alcoholic beverages, irrespective of container, are allowed at the playground.
- p. No pets are allowed at the Playground.

5. Pond Rules

- a. All boats, rafts, or sailing craft are expressly prohibited.
- b. No swimming is allowed in the ponds.
- c. The natural areas of the ponds should not be disturbed.
- d. Adult supervision is required.

6. Community Street Rules

- a. **BASKETBALL HOOPS AND BACKBOARDS-** Only temporary portable Basketball Hoops are acceptable but must be placed in such a manner that they do not block sidewalks or streets. Temporary portable basketball hoops do not require the ARC approval but must be used only on Homeowner's property. All other recreational equipment must be approved by the ARC.

7. ENFORCEMENT OF RULES- All Association Rules and Regulations and all rules set forth in the Community Covenants and Restrictions shall be vigorously enforced by the Association, its members, the Board of Directors, and all committees of the Association. Board of Directors and Committee Members will do periodic inspections of the community and record violations to be reviewed by the Board of Directors. Homeowners shall be notified in writing of the alleged violation and said violation must be corrected immediately unless additional time is given according to the violation notice. In the case of a costly repair or correction, Homeowners will be given 10 days from notification of the violation to state how they will repair or correct that violation. In the case of something minor (i.e. garbage can visible, pets not leashed, or on-street parking) the correction must be made immediately. Violations must be amended and maintained to avoid additional violations for an offense of the same type. Immediate correction of any violation does not relieve the owner of a fine incurred. Fines will be assessed according to the structure below.

Owner's voting rights and rights to the use of recreational facilities by the Owner, Owner's family; tenants and guests may be suspended or limited in addition to fines being levied.

- a. **First Offense:** Written letter of warning. This is a notice to Homeowner giving the nature of the alleged violation. The Homeowner has 10 days to respond to the violation and begin repairs to amend the violation.

If the Owner **does not** respond in writing to the HOA complaint, or fails to comply within 10 days, the Homeowners Association (HOA) Owner's voting rights and rights to the use of recreational facilities by the Owner, Owner's family; tenants and guests will be suspended or limited in addition to fines being levied.

- b. **Second Offense:** If there is no response from the Homeowner or the violation has not been corrected (with exception to any agreed upon amendment) within the 10 day time period, a \$50.00 fine will be levied for that violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's property.
- c. **Third Offense and Subsequent Notice of Violation:** If there is still no response or the violation is not fixed within 10 days following the second offense, the HOA may choose to fix or repair the problem at the owners' expense or impose an additional \$125.00 fine for each continuing month for the same unresolved violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's property.
- d. **After receiving the first violation, if a Homeowner feels that they are not in violation as described, they must contact the HOA Board of Directors immediately. If an agreement cannot be met at that time, the Homeowner may request the opportunity to be heard at the next scheduled meeting of the HOA Board or Directors at which time the Homeowner will be able to make as case as to why they do not feel they were in violation as described in the Rules and Regulations. In the event any person entitled to a hearing fails to appear, he or she will be presumed to have acknowledgement of the violation and will be subject to all penalties. A failure of a Homeowner to remove the violation and/or request and attend a meeting with HOA shall be a waiver of any objection to sanctions imposed.**
- e. **Owners may be required to remove any exterior improvement (at their expense) which did not receive ARC approval.**
- f. **A violation by a rental tenant or guest shall be treated as a violation by the Homeowner. The owner shall receive the letters cited above via first class mail, or email if this designation is made by the owner, which shall outline a complaint for a rules violation committed by their Resident.**

****Rules and Regulations may be amended, repealed, and adopted from time to time by the Board of Directors. Notification will be communicated of rules changes to Homeowners 30 days prior to the rule change.****

HOA BOARD APPROVAL- 4/5/2021