



Barcode ID: 2420641 Type: DEE
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 Fee Amt: \$25.00
 Oconee, South Carolina, Register Of Deeds
 Anna Davison - Register Of Deeds
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FILED OCOONEE COUNTY, SC
 ANNA K. DAVISON
 REGISTER OF DEEDS

2024 MAR 19 PM 1:53

BK **3051** PG **115-126**

JOCASSEE RIDGE HOA RENTAL GUIDELINES

1. Owner: shall be the person(s) who is the recorded owner(s) of a residence/property in the Jocassee Ridge Subdivision for single-family use.
2. Property: in the context of this document Property shall mean improved real property located within Jocassee Ridge Subdivision containing a single-family residence thereon.
3. Renter means: The person renting/leasing a single-family residence in Jocassee Ridge subdivision for single family residential use.
4. Sublease: Subleasing is not allowed.
5. Single-Family Occupancy; Entire Residence: No single family residence shall be rented, leased, and/or occupied by a Renter and the Property Owner at the same time. No Owner may partially rent its Property; rental of individual rooms within a residence is not permitted. Further, no Owner may rent the yard space of its Property. Residential dwelling units located on Lots ("Dwellings") may be rented or leased only for residential, non-transient, non-hotel, and non-short-term rental purposes.
6. Single-Family Residential Use; No Partial Leaseholds: Only approved leased premises may be rented or leased. Approved Leased Premises shall be rented or leased exclusively for single-family residential use. No part or portion of any Lot, Dwelling, or other improvements shall be used for the purposes of renting or leasing one or more individual rooms therein or as a boarding house, bed and breakfast, hotel, motel, tourist or motor court or for any other transient accommodations. No Lot or any improvement thereon including, but not limited to, Dwellings and approved Leased Premises, shall be used by any Owner or his tenant(s) or lessee(s) for any commercial, industrial, business.
7. Rental Cap: In addition and subject to such other requirements, exceptions, restrictions and limitations, and subject to the discretion of the Board of Directors, in no event shall more than twenty (20%) percent dwellings be rented or leased at one time (the "Rental Cap"). Written

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25th JRHDA
 ATT: Laura Eliason
 PO Box 387
 Salem SC 29676

application submitted to, and written approval and/or a lease permit issued by the BOD shall be conditions precedent (prerequisites) to leasing and/or renting any Dwelling. Applications to lease and/or rent a Dwelling shall be considered on a first-come first-serve basis.

8. **No Leasing/Renting Within the First Twelve (12) Months of Ownership:** No Owner may apply to rent or lease his/her/their Dwelling nor allow his/her/their Dwelling to be rented or leased within twelve (12) months of first taking ownership of such Dwelling. The exception shall be if an Owner has a current renter with a contract in place and the Owner sells the home, the renter can stay to the term of the contract is complete. If the renter moves out, the Owner is not automatically allowed to keep renting the single-family dwelling. If rental capacity is below the rental cap, the Owner may rent dwelling again according to rental guidelines.

9. **Minimum Lease Term/Duration:** Property may only be rented or leased by the Owner(s) thereof for a mandatory minimum lease term of no less than *3 consecutive months* as subsequently defined by the Board of Directors. Any time renter breaks lease, the Owner must wait until the minimum contract period (90 days) is completed before Owner can rent residence again.

10. **Application to Rent or Lease:** Prior to renting, leasing, or permitting any non-owner residential use and occupancy of any Dwelling, the Owner(s) of any such Dwelling shall first submit a written application and/or request to the JRHOA Board of Directors thereby applying to rent or lease his/her/their Dwelling. The Board of Directors may adopt a form to be used for any such application.

11. **Rent and Lease Approval Process:**

Board Approval Required: Rentals of Property is strictly prohibited without the Owner first receiving the written approval of Board of Directors ("BOD") at least seven (7) days prior to lease date. Submission of (fully) completed rental registration form with renter's fee of \$300 (per 3-month lease)("Rental Fee") is required fifteen (15) days prior to Renter occupancy. Additional renter's fee of \$300 is due prior to the first day of each additional 3 month period unless different terms are agreed to between

the renter and the BOD. Failure to comply with the rental fee will result in a violation fine. The Owner is responsible for submitting paperwork stating that the renter agrees to abide by the Jocassee Ridge Homeowners Association ("HOA") Covenants/Rules and Regulations. Unusual situations arising should be reviewed by the Board of Directors. These situations shall be reviewed after completed applications should be sent to jocasseeridgepoa@gmail.com for review. The rental or leasing of any Dwelling shall not be permitted until after the Association's Board of Directors issues a written Lease Permit as further set forth. The Association's Board of Directors shall, within seven (7) days of receiving any written application and/or request to rent or lease and subject to the Rental Cap, approve or deny such application and/or request by providing a Lease Permit or written notice of denial, as applicable, to the applying and/or requesting Owner(s). The Board of Directors' written Lease Permit or notice of denial, as the case may be, shall be delivered to the last known address of the applying and/or requesting Owner(s). Dwellings which have been approved by the Board of Directors for single-family residential rent and/or lease shall hereinafter be referred to as the "Leased Premises".

12. Fines will be assessed for violation of this rental policy as follows:
 - (a) If initial rental form is not completed and submitted to the BOD no less than fifteen (15) days prior to lease date together with payment of the Rental Fee, a late fee of \$100 per day will be charged to the requesting Owner should such Owner continue to rent the Property despite untimely submittal and/or failure to submit the rental form and/or Rental Fee as required herein.
 - (b) In addition, if Owner is found to have rented property without approval by the Board, a first-time violation fine of \$250 will be assessed and Owner jeopardizes their good-standing status within the HOA (suspension of voting rights and privileges may result).
 - (c) A second offense will result in a \$1000 fine;
 - (d) A third and subsequent offense(s) shall result in a \$2000 fine and the violating Owner(s) shall lose good-standing status within the HOA (voting rights and privileges shall be suspended).

(e) All fines charged or assessed hereunder shall bear interest at a rate of 18% per annum until paid. All cost of collection including attorneys' fees and court costs shall be recoverable against the violating Owner(s). For all fines not paid within 15 days of being assessed, BOD reserves the right to initiate legal action.

All Lease Agreements shall require, without limitation, that the tenant(s) and/or lessee(s) acknowledge receipt of a copy of the Declaration, By-Laws, and any use restrictions, rules and regulations of the Association. Lease agreements shall also obligate the tenant(s) and/or lessee(s) to comply with the terms of the foregoing documents and shall provide that in the event of noncompliance, the Board of Directors, in addition to any other remedies and enforcement procedures available to the Association, may petition the Owner to evict the tenant(s) and/or lessee(s) on behalf of the Association and specifically assess all costs associated therewith against the Leased Premises and the Owner(s) thereof; in furtherance of the Association's right to petition Owner for eviction as the Association shall have this right for damaging HOA property, conducting any illegal activity or blatant violation of the JRHOA Covenants, Bylaws or Rules/Regulations. The Board of Directors shall be empowered to revoke its approval and allow other Dwellings to be rented or leased on a first-come first-serve basis and upon application or request as provided.

Restrictions on Rentals: Current Covenants and Restrictions provide that the following activities are prohibited: Institutional uses including, but not limited to, bed and breakfast, lodging, inns, and short-term rentals.

Notice of Change of Information: It shall be the responsibility of every/all Owner(s) who is leasing or renting Leased Premises to inform the Association and/or the Association's management company, if any, of a change of tenant(s) and/or lessee(s), the names of tenant(s) and/or lessee(s) and their and contact information, and to provide the Association and/or its management company of the Owner(s) current contact information.

Enforcement: The Association, the Board of Directors, and/or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, the Association By-Laws, and adopted rules and regulations of the

Association (collectively the "Governing Documents"). In addition to the foregoing, the Board of Directors shall have the right to enforce the provisions and to prevent any violation of the provisions contained therein including, without limitation, the right to petition for the eviction of lessee(s) and/or tenant(s). In addition to all other enforcement procedures and mechanisms provided in these Governing Documents, the Board of Directors shall be empowered to impose and/or levy fines in such amounts as determined by the Board of Directors, against the Owner(s) and the tenant(s) and/or lessee(s) of a Dwelling who violate or attempt to violate the provisions of the Governing Documents. Fines imposed or levied by the Board of Directors shall constitute a lien which may be imposed, enforced, and collected on in the same manner as for collection of un-paid assessments.

To the extent the Association undertakes any enforcement action contemplated herein, the Association shall be entitled to recover damages including, but not limited to attorney's fees and costs of enforcement, against the Owner(s), tenant(s), and/or lessee(s) of the Lot who violates or attempts to violate any such provisions contained herein."

Except as expressly amended or supplemented herein, all other remaining terms and provisions of the Declaration remain unchanged and continue in full force and effect.

HOME OWNER'S INFORMATION

Owner Name(s):			
Owner's Residence: (not rental address)			
Cell phone Name and #		Text? Y or N	
Cell phone Name and #		Text? Y or N	
Home Phone #			
Mailing Address			
Email			

RENTAL PROPERTY INFORMATION

Street Address	
Lot #	

TENANT INFORMATION REGISTRATION

Name of Primary Tenant:			
Cell phone Name and #		Text? Y or N	
Cell phone Name and #		Text? Y or N	
Names of all Adults: Number of children:			

Mailing Address:	
Primary Email:	
Secondary Email:	
Vehicle 1 Make, Model, Plate & State	
Vehicle 2 Make, Model, Plate & State	
Vehicle 3 Make, Model, Plate & State	
Length of Intended Lease	

Owner acknowledges the following:

_____ I have shared the Jocassee Ridge HOA rules & all community policies to the Tenant.

_____ By signing lease agreement, the Tenant agrees that they have reviewed all Jocassee Ridge HOA rules & all community policies and agree to comply.

_____ I understand that as the Homeowner, I am fully responsible for all actions of the Tenant, compliance with the foregoing rental restrictions, rules, conditions, and terms together with the Jocassee Ridge HOA Covenants and Restrictions and Bylaws.

_____ I have explained to the Tenant that no subleasing is allowed within the Jocassee Ridge community.

NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY FILLED OUT AND RENTAL FEE ATTACHED

Owner Signature and Date

Owner Signature and Date

HOA Board Signature and Date

HOA Board Signature and Date

HOA Board Signature and Date

HOA Board Signature and Date

HOA Board Signature and Date

A copy of the signed Rental Registration Form & registration/rental fee payment will be forwarded to the JOCASEE RIDGE HOA at PO Box 387, Salem, SC 29676 no less than (7) seven days prior to the lease start date.

JOCASSEE RIDGE HOA**Rental Registration Form – Single Family Rental Only**

Completion of this form is required for any homeowners who rent out their home. **This form must be completed at the start or renewal of a lease and a non-refundable 5% impact fee assessed to the total rental period must be paid each time a new tenant moves into the property.** If this form is not completed and returned 15 (fifteen) days prior to start of lease, a late fee of \$100.00 will be charged to the homeowner's account.

HOME OWNER'S INFORMATION

Owner Name(s):			
Property Address:			
Cell phone #		Text? Y or N	
Cell phone #		Text? Y or N	
Home Phone #			
Mailing Address			
Email			

RENTAL PROPERTY INFORMATION

Street Address		Monthly Rental Fee:		
Lot #		# Of Bedrooms		

LESSEE INFORMATION REGISTRATION

Name of Lessee:			
Mailing Address:			
Cell phone #		Text? Y or N	
Cell phone #		Text? Y or N	
Driver's License #			
Make, Model, Plate & State			
Make, Model, Plate & State			
Make, Model, Plate & State			
Email			
Length of Lease?		1 year or longer?	

Owner to initial the following:

_____ I have explained the Jocassee Ridge HOA rules & all community policies to the Tenant.

_____ The Tenant agrees that they understand the Jocassee Ridge HOA rules & all community policies.

_____ The Homeowner is fully responsible for all actions of the Tenant.

_____ I have explained to the Tenant that no subleasing is allowed within the Jocassee Ridge community.

A copy of the signed Rental Registration Form & registration/impact fee payment will be forwarded to the JOCASSEE RIDGE HOA at PO Box 387, Salem, SC 29676 no later than (15) fifteen days prior to the lease start date.

*****NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY FILLED OUT AND IMPACT FEE ATTACHED*****

Owner Signature and Date

Owner Signature and Date

HOA Board Signature and Date

HOA Board Signature and Date

Jocassee Ridge Homeowners Association Inc
PO Box 387
Salem SC 29676

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2024 MAR 19 PM 1:53

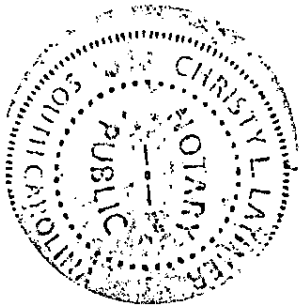
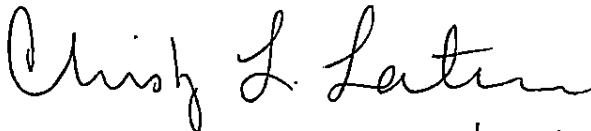
The Jocassee Ridge Homeowners Association's Board of Directors approved and made available to Membership the Rental Policy via our website. We ask that it be recorded with the Oconee County Offices.



Laura Eliason, President Jocassee Ridge HOA, 2024



Dean Jackman, Vice President Jocassee Ridge HOA, 2024


witness
witness

CHRISTY L. LATIMER
Notary Public, State of South Carolina
My Commission Expires 3/13/2028

3/15/2024

ACKNOWLEDGEMENT

STATE OF: South Carolina

COUNTY OF: Deeonee

I, Nancy Collins, a Notary Public for the State of South Carolina, do hereby certify that Laura B. Eliason (grantor/mortgagor) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 19th day of March, 2024.

Nancy Collins
Notary Public
State of South Carolina

My commission expires:

7-2-2025
(SEAL)

