

CHICKASAW ASSOCIATION, INC.

RENTAL POLICY

1. The following forms must be completed and turned into the Chickasaw POA Office a minimum of five (5) working days prior to the beginning of the rental period:
 - The Owner Rental Registration Form. This form only needs to be completed one time by the homeowner.
 - The Rental Application must be filled out in its entirety each time the property is rented and turned into the POA office with the non-refundable fee of \$50.00. The renter should complete this form.
2. After approval by a Manager or Director, the homeowner or their agent will receive notification that the rental has been approved and a copy of the approved Rental Application will be provided. Only after the homeowner or their agent is in receipt of the approved Rental Application can a renter be allowed to enter Chickasaw.
3. Per Article III, Section 1, Item C3 of Chickasaw Association's Bylaws, the Board may establish policies to handle special cases not anticipated related to the definition of an Associate Member. In the case of a renter, the Board has determined that a renter leasing a property in the community for a time period of six months or more is considered to be an Associate Member with all of the rights, privileges and responsibilities of an Associate Member as defined in Section 3 of Chickasaw Association's Bylaws. A renter leasing a property for less than six months is not considered to be an Associate Member and does not have the right to use the facilities and amenities owned by Chickasaw Association.
4. The property owner will ensure that the renter receives a copy of Chickasaw Association's Covenants & Restrictions and Bylaws and understands his or her rights and responsibilities as an Associate Member of the community.
5. In the case of a long term renter, the homeowner will purchase the bar code decal(s) for vehicle entry on behalf of the renter. The decals will be issued in the property owner's name. In the case of a short-term renter, the homeowner will provide the renter with an access code for phone board entry during unattended gate hours.
6. For the convenience of the homeowner in the case of long-term rentals, the homeowner may opt to have the water and sewer bills sent directly to the renter. However, the water and sewer charges are still the responsibility of the homeowner. It is the responsibility of the homeowner to check on the status of the water and sewer bill during the rental period. When the renter moves out, the homeowner should contact the office to ensure a zero balance prior to refunding any deposits.

**CHICKASAW ASSOCIATION, INC.
OWNER RENTAL REGISTRATION FORM**

HOME OWNER INFORMATION						
OWNER'S NAME:						
OWNER'S NAME:						
MAILING ADDRESS:						
CELL PHONE #:		MAY WE TEXT YOU?	YES		NO	
CELL PHONE #:		MAY WE TEXT YOU?	YES		NO	
HOME PHONE #:						
EMAIL ADDRESS:						
EMAIL ADDRESS:						

RENTAL PROPERTY INFORMATION			
STREET ADDRESS:			
LOT #:		# OF BEDROOMS:	

AGENT OR MANAGER (IF ANY)						
NAME:						
MAILING ADDRESS:						
CELL PHONE #:		MAY WE TEXT HIM/HER?	YES		NO	
HOME PHONE #:						
EMAIL ADDRESS:						
RELATIONSHIP:						

I have read the Property Owner Rental Procedure and understand my responsibilities related to the rental of my property in Chickasaw Point.

HOMEOWNER'S SIGNATURE:		DATE:	
HOMEOWNER'S SIGNATURE:		DATE:	

NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY FILLED OUT

POA MANAGER'S SIGNATURE:		DATE:	
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For your information, following are excerpts from Chickasaw's Covenants & Restrictions and Bylaws pertaining to rentals. If you have any questions or if any of this information isn't clear, please contact the POA office for clarification.

CHICKASAW ASSOCIATION COVENANTS

PART III. LAND USE RESTRICTIONS, SECTION 1. USE OF LOTS

(C) PROHIBITION OF TIMESHARE OR RENTAL UNITS. No lot or improvement thereon shall be used, sold, developed, divided or in any way used as a timeshare program or ownership as that term is defined by Section 27-32-10, Et. Seq., of the South Carolina Code of Laws, 1976, as amended. **No lot or improvement thereon shall be constructed and/or used Primarily for rental use.**

PART VII. REMEDIES, SECTION 21. REMEDIES:

(A) ENFORCEMENT. Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to maintain any action for the enforcement or defense of any provisions of this Declaration, and if such party is successful, shall be entitled to recover reasonable expenses, including set fines, legal fees and costs. **Fine amounts are defined in the Declarant's Bylaws.**

(B) SUSPENSION OF PRIVILEGES. The Board may suspend all voting rights, if any, and all rights to use the Association's property, of any owner for a period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board.

(C) CUMULATIVE RIGHTS. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude any aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to said party upon the recurrence or continuance of said violation or the occurrence of a different violation.

(D) JURISDICTION. By ownership of any Lot or Parcel within the subdivision, the Lot Owner submits himself to the jurisdiction of the Courts of Oconee County, South Carolina, agrees that the venue for all legal actions for the collection of assessments and/or the collection of liens, or any other legal action involving a Lot or Parcel or the improvements upon such Lot or Parcel, shall be the Courts of Oconee County, South Carolina.

(E) CHALLENGES. Any person who brings an action challenging these Covenants, the assessments, or any provision of the Bylaws shall pay the legal fees and costs of the Association in defending the action, if such person is not successful in obtaining a judgment or ruling in his favor.

CHICKASAW ASSOCIATION BYLAWS

ARTICLE III. MEMBERSHIP AND VOTING PROVISIONS, SECTION 1. CLASSES OF MEMBERS:

C. Associate Members:

1. Immediate family members of Regular Members which shall include parents, grandparents, children and grandchildren over the age of majority, and spouses as applicable.

2. In the cases of joint lot ownership by more than one individual, or by a corporate or other legal entity, not more than one individual, and spouse, shall be entitled to Associate Membership. In these cases, the individual to be designated as the Associate Member shall be certified as in paragraph III-1-B-2 above.

3. **The Board may establish policies to handle special cases not anticipated by these Bylaws.**

SECTION 3. RIGHTS OF REGULAR AND ASSOCIATE MEMBERS:

A. The use of facilities and amenities owned and maintained by the Property Owners Association shall be restricted to Regular and Associate Members, as defined in Section 1 above, who are in good standing with the Property Owners Association. Members may allow their guests to use the facilities and amenities. Guests shall be defined as friends, acquaintances, etc. who are visiting with residents in their homes or accompanying non-resident

property owners during their visit. **Persons using a member's home on a commercial basis shall not be classified as guests.** The user of the facilities and amenities shall adhere to the rules stated in paragraphs B and C below, as well as the Board Operating Policies and Procedures for Amenities, promulgated from time to time by the Board of Directors.

B. By suitable provision in the Board Operating Policies, the Board may permit Regular Members to use the amenities for non-commercial private functions, provided that the attendees of the function are personal guests of the Member and accompanied by the Member throughout the function.

C. The facilities and amenities of Chickasaw Point are supported by property owners through assessments and volunteer efforts and are owned and maintained by the Property Owners' Association for the overall good of the community of owners. As such, facilities and amenities shall be used only for social or charitable activities and shall not be used for direct financial gain by any individual. Any member using the facilities or amenities in violation of this policy shall have his right to use the facilities or amenities immediately suspended, and shall pay all monies collected to the Property Owners' Association. In the case of a suspension of member rights under this section, the affected Owner shall be entitled to a hearing of the Board at the earliest reasonable date to determine whether suspension under this Section is warranted.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS, SECTION 2. DUTIES Duties of the Board shall include but not be limited to the following:

C. Enforce all provisions detailed in the Covenants and Restrictions affecting any property to the extent the Association may be authorized to do so under the Bylaws. This specifically includes the duty to ensure that owners maintain their property in accordance with Covenants and Restrictions and further authorizes the Board to take corrective action when owners fail to perform, including the levying of charges against the owner for such action. Also to fine owners for continuing noncompliance of Covenants and Restrictions and including but not limited to policy violations, trespassing, speeding and reckless behavior. Enacting each fine shall be by a majority vote of the Board of Directors.

D. Fines shall be limited to a maximum of \$100.00 per month. Legal action will be initiated and a lien placed upon owner's property, including all fines, legal costs and fees after 90 days of noncompliance.

ARTICLE XII. RENTAL OF PROPERTY, SECTION 1. PROPERTY OWNER RESPONSIBILITY

A. Use of homes in timeshare programs or primarily as a rental home is prohibited by the Covenants. See Part III, Section 1 (C).

B. Rental of homes by Property Owners not in good standing with the Property Owners Association is prohibited.

C. Property Owners may decide to rent their home, provided such rental is in accordance with the Covenants and these Bylaws. Such rental must be approved by the Association before any occupation is made by any person. Any Property Owner desiring to rent a home shall complete the Owner's Rental Registration Form (provided by the Association) and shall provide the information required, including:

1. The name of the owner of the home to be rented;
2. The lot number and address of the home to be rented;
3. The name and telephone number of the owner or other person who shall be responsible to the Association for the compliance of the tenant with these Bylaws and other rules and regulations established.
4. A signature of the Owner that he or she is aware of the requirements of the Covenants, Bylaws and Board Operating Policies of the Association and will abide by them.

D. The Property Owner shall advise any Tenant of the provision of the Covenants, Bylaws and Board Operating Policies of the Association that pertain to use of the home by the Tenant. Such owner shall at all times insure that any Tenant is at all times in Compliance with the Covenants, Bylaws and Board Operating Policies of the Association.

SECTION 2. TENANT RESPONSIBILITY

A. All Tenants shall comply with the Covenants, Bylaws and Board Operating Policies of the Association that pertains to use of the home by the Tenant.

B. A Tenant shall complete and submit to the Association a Rental Application at least five working days prior to the occupation of any home by the Tenant. Such application shall be accompanied with a rental fee (in an amount to be determined by the Association Board of Directors), which the Application shall include the following:

1. The name of the owner of the home to be rented;
2. The lot number and address of the home to be rented;
3. The name of a person who will be occupying the home who shall be responsible for the compliance with the Rules applicable to Rentals;
4. Names of all persons who will occupy the Rental;
5. Beginning and ending dates of the rental period of the home;
6. Tenants vehicle, make, model and license number;
7. A signature of the Tenant that he, she, they have been advised of the requirements of the Covenants, Bylaws and Board Operating Policies of the Association and will abide by them.

SECTION 3. RESTRICTIONS UPON TENANT(S)

A. Tenants who are eligible for Associate Membership (see Article III, Section 1) will be permitted to use Association amenities.

B. Tenants who do not meet the eligibility requirements for Associate Membership are not eligible to use the amenities and are prohibited from using them.

C. The number of people occupying a rental home is limited to two persons per bedroom, not counting children under the age of twelve.

SECTION 4 ENFORCEMENT

A. Property Owners who are found to be in violation of the Covenants, Bylaws and Board Operating Policies of the Association will be subject to the Remedies set forth in Part VII of the Covenants. The Board of Directors may suspend privileges, prohibit the use of the home as a rental, assess claims, and/or take such other action as may be appropriate. Owners shall be liable for actions of Tenants of their homes who do not comply with the Covenants, Bylaws and Board Operating Policies of the Association.

B. Tenants deemed to be in violation of Covenants, Bylaws and Board Operating Policies of the Association may be denied access to Chickasaw Point subdivision, denied access to amenities, ejected from Chickasaw subdivision or subject to other appropriate action.