



**HOME OWNER RENTAL PROGRAM  
RULES AND RESTRICTIONS**

**HOME OWNER RULES**

1. Home rental lease terms must be at least 5 consecutive days in duration.
2. Renters are prohibited from using the Common Facilities (pool, marina, barn and park).
3. Renters must follow all rules and regulations and not be disruptive to the neighborhood.
4. All homes in 1300 are for residential use only; rented homes can only be used as a residence and not as a business (ie. wedding or party venue).
5. Property owners must pay the POA \$75 for every rental.
6. Lease terms must be communicated to 1300 Security including renter names, car tags and lease period.
7. Property owners renting their homes must provide the POA Board with proof of rental insurance annually.
8. Failure to comply with rental rules and regulations may result in fines to the Owner and restrictions to rent their property.

**Updated 4/26/2022**



## **RENTAL GUEST RULES**

1. Commercial guests are not allowed to use neighborhood amenities, i.e., swimming pool and club house, boat launch and marina, community fire pits, boat storage, horseback riding arena and barn.
2. Pets must be on a leash when walked; pet waste should be picked up and removed by the pet owner. Pet should be restrained from going into neighbor's yards. Excessive dog barking or other obnoxious noises should be avoided at all times.
3. No loud or boisterous noises and parties which may disturb neighbors are allowed at any time by rental guests. A noise curfew of 11pm is enforced and police will be called.
4. Motorcycles should be properly muffled so as to not disturb the neighborhood. Cruising the neighborhood on a motorcycle is not permitted. Motorcycle access is limited to the ingress and egress of the rental property.
5. Boats & boat trailers or recreational vehicles may not be stored in the driveway of a house for more than five days.
6. No discharge of firearms or fireworks is permitted on property by rental guests. No hunting is allowed anywhere on the 1300 Property by rental guests.
7. No parking vehicles on the street – all vehicles must be parked in designated parking areas by the property owner.
8. No outdoor fires are permitted unless in a designated fireplace or fire pit provided by the owner of the property.
9. Residential speed limits of 25 mph must be followed throughout the neighborhood.
10. Occupancy of a property may not exceed the proscribed occupancy of the listed home or the number of occupants registered by the Owner.
11. No outside drying of towels and swimsuits visible from the street is allowed.
12. Compliance with the guest rules and instructions from on-site security is required by all rental guests at all times. A guest may be cautioned about compliance and possibly removed from the property for violations of the rules.
13. Call 911 for emergencies.



### **ADDITIONAL EXPLANATIONS:**

1. All rentals must be for a minimum of five consecutive days (24 hours) in duration. The leases terms must be for five full days to include five nights. The departure date must be at least on the 6<sup>th</sup> day from the arrival date.
2. Commercial Insurance: Properties used for commercial rental purposes are required to be covered by a commercial liability insurance policy with minimum coverage of 100,000/300,000 per occurrence annually covering liability protection to the property and/or any location within the confines of the neighborhood. The 1300 Home Owners Association and residents should be specifically indemnified from all liability for any damages or injuries incurred by commercial guests during their short-term stay. A copy of the declarations page of said policy must be provided to the POA Board of Directors and an annual renewal certificate provided annually while the property is being used for commercial rental purposes. The only exception to a commercial policy is if your personal home owner's insurance policy specifically provides a rider of coverage acknowledging the property is being used for commercial short-term rentals and provides the above listed minimum coverage with your homeowner's insurance.
3. Notification to the POA of a Commercial Rental: The property owner shall notify the 1300 Security Officer of each upcoming rental at least one week in advance. This notification shall be made via email and include the information required to be provided per Guest Registration Section. This notification is required regardless of the payment timing of the Rental Assessment Fee as outlined in item 4 below.
4. A Rental Assessment fee of \$75 per rental period shall be paid by the Owner to the 1300 POA to assist in offsetting the cost of onsite security. The rental fee assessment should be mailed to: 1300 POA, PO Box 2758, Blue Ridge, GA 30513. For high volume rentals (2-3 times per month), monthly payments may be allowed. The grouping of rental fee payments into monthly payments is for convenience to the owner and property management company and can be revoked at any time if the Property Owner is not timely in POA notification as noted in item 3 above.
5. Guest Requirements: All rentals must have a responsible adult on the premises during a rental period with a minimum age of 25 years of age. Up to four vehicles will be allowed each rental period. Additional vehicles are allowed at \$5 per vehicle. No vehicles will be allowed which exceeds the parking area of your rental property since street parking is not allowed.
6. Guest Rules: The Owner is responsible for providing the guest rules to their guest prior to their arrival in 1300. Guests found in violation of the 1300 conduct rules may be removed from the property depending upon the severity of the violation.



### **GUEST REGISTRATION FORM**

The following information should be emailed to 1300 Security at [rental1300@yahoo.com](mailto:rental1300@yahoo.com) at least one week prior to the arrival of a renter of property.

The contact phone number for 1300 Security is 706-400-1201

**Home Owner:**

**Rental Guest Information:**

Rental Period Term (days):

Arrival Date:

Departure Date (at least 6 days from arrival date):

Names of Guests: (Responsible party over age 25)

License Tag Numbers of Guest Vehicles:

Guest Contact Phone Number:

### **WARNINGS, FINES AND RESTRICTIONS**

The first violation by home owner of any of these covenant restrictions or rules will result in a warning, the second violation will be a \$500 fine, and the third violation will result in the restriction of the Owner to rent their property and their voting rights and use of the common facilities may be suspended.

The process for dealing with rental guest violations is as follows:

- a) When a renter violates the rental rules, security will address it with the renter and notify the home owner who has one hour to correct the violation.
- b) A second violation from the same renter will result in a warning letter and a \$500 fine to the home owner.
- c) If a) and b) happen again, the home owner will be warned and fined and their ability to rent the property may be restricted and their voting rights and use of the common facilities may be suspended.
- d) If a) happens with some degree of regularity, the home owner will be warned, fined and their ability to rent the property may be restricted and their voting rights and use of the common facilities may be suspended.



### **COVENANT REFERENCES FOR RENTAL RESTRICTIONS:**

November 2014 Covenants state:

- Article 3.2 COMMERCIAL ACTIVITY. No Lot shall be used for any commercial activity or business.
- Article 3.18 RESIDENTIAL USE: No residence may be used as a school, church, kindergarten, or business/commercial enterprise of any type and no such activity shall take place on any parcel or Lot whether temporarily or permanently.
- Article 3.19 CLOTHESLINES. No clotheslines or outside drying area shall be located on any parcel or Lot.
- Article 3.23 (b): No trail bikes, three and/or multi wheelers, dune buggies, all-terrain vehicles or other externally mounted engine vehicle shall be permitted in the development.
- Article 3.25 LEASES: All rentals or leases of any property must be for a minimum of five days in duration unless a lease for a shorter amount of time is approved by the Association. All leases must be in writing.
- Article 3.25 (b): Lot owners are fully responsible for their tenants and must give written notice to the Association of their intent to lease or rent their Property. Additionally, the Association must be supplied with the name of each lessee and their contact information.
- Article 3.26 BOATS AND BOAT TRAILERS may be stored in the driveway of a house for no more than five days.
- Article 3.29 COMMON PROPERTY. There shall be no obstruction of the Common Property...including parking in any of the roadways or streets that serve the subdivision.
- Article 9.2 AMENDMENT...the Declarant retains the absolute right to amend this declaration, as he may deem necessary, during the period Declarant is in control of the Association and all such amendments shall be binding upon all Lot Owners...

June 2015 Second Amendment to Covenants state:

- Article 4 (d) page 4: The Lodge and Pool shall be used by Property Owners and their guests only.
- Article 4 (e) page 4: The Lakeside Park, consisting of multiple sitting areas, grilling stations, pavilion, sundeck, swim platform, boat ramp, docks, etc. shall only be used by Property Owners and their guests.

March 2019 Seventh Amendment to Covenants state:

- Article 3.1.16: GUEST shall mean the natural person who have been invited into the Thirteen Hundred Subdivision by an Owner. This definition does NOT include any person or company that has rented a residence or paid any fee to an Owner for the right to enter the subdivision or stay at a residence at a residence or lot.
- Article 7 (d): Property Owners that lease their property shall obtain renter's insurance and provide such to the Board.
- Article 7 (c): A fee of seventy-five dollars (\$75.00) shall be assessed to rental properties and four (4) parking passes shall be supplied to renter. Additional parking passes may be obtained for five dollars (\$5.00) each.
- Article 7 (f): Property owners shall supply lease occupants with a copy of Thirteen Hundred's rules and regulations prior to arrival.
- Article 7 (g): Lease occupants may be required to check in with security upon arrival.
- Article 13 (o): All guests using the common property must be accompanied by the property owner.
- Article 14: The Board is empowered to create any reasonable rules and regulations to impose and assess fines and suspend temporarily voting rights and the right of use of the common areas and services paid for as a common expense in order to enforce such compliance. The first violation of a rule or regulation by a renter will result in a warning to the Owner of the property that is being rented. The second violation of a rule of regulation by a renter will result in the restriction of the Owner to rent their property.