



July 12, 2021

Hello Neighbors,

It's been a little over 2 months since the annual meeting and here are some updates on a few of the topics that were discussed.

New Landscaper

With Summer growing season approaching (almost as fast as the grass was growing), our first priority was to replace our previous landscaper, who unfortunately had to close his business. It took a little longer than we hoped, but we have now retained Wes Harper Landscape Management, who has hit the ground(s) running. If you see anything that needs to be addressed, please let MJS know.

Revisions to HOA Rules and Regulations

To clarify the rules and their enforcement – in accordance with the use restrictions specified in Article 10; and the enforcement specified in Article 4, Section 4.3, of the Declaration of Conditions, Covenants and Restrictions – the board has updated and adopted the **Motor Vehicle Parking Policy** and the **Community Pool Rules & Code of Conduct** (both attached for your reference).

Volunteers and Committees

A community like ours does not exist without great neighbors. We have many examples, like those that lent a hand during the pool clean-up day and others who even pitched in to cut some of the grass while we didn't have a landscaper.

Many hands make light work, and we have plenty of additional opportunities where we can use your assistance. If you've got a green thumb, we'd love your participation with the **Landscaping committee** or maybe forming a **garden club** to make our entrances and other flower beds blossom. If you like entertaining or planning events, our **social committee** is always looking for more ideas. There's even a **pool committee** for those that enjoy taking advantage of our great facilities.

We live in a wonderful community and the more that we're all a part of it, we'll continue to get even better. Please contact one of the board members if you have a desire to get involved, we'd love to have you!

HOA Board & Management Company

Caleb Huffstetlar '23
Huff29036@gmail.com

Chip Payne '24
Chip@5Paynes.com

Greg Fleeman '22
GFleeman67@gmail.com

Kiki Wooley '22
MWooley@sc.rr.com

Rob Gibbons '23
RGibbons@MarriedToMyLove.com

MJS, Inc.
HOA Management Company
Monday - Friday, 9:00 AM to 5:30 PM
(803)743-0600
(803)790-0340 FAX
mjs@mjsmgt.com

Code Enforcement & Compliance
violations@mjsmgt.com
Violations of the Governing Documents

Collections
collections@mjsmgt.com
*Assessment Collection / Delinquency /
Collection (Legal Action)*

Maintenance
maintenance@mjsmgt.com
*General Maintenance / Pool Contracts /
Landscaping*

Architectural Review
architectural@mjsmgt.com
*New Construction / Additions / Modifications to
Existing Structures and Landscaping
/ Secondary Structures*

Cabana Reservations
reservations@mjsmgt.com

In accordance with Article 4, Section 4.3, of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OLDE SALUDA:

4.3. Enforcement. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

- (a) imposing monetary fines which shall constitute a lien upon the Homesite of the violator (In the event that any occupant, guest or invitee of a Homesite violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);
- (b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;
- (c) suspending an Owner's right to vote; provided that any such suspension shall be for the balance of the period in which said Owner shall remain in violation, breach or default, except that in the case of a violation of any use restrictions, or rules and regulations adopted by the Board relating to the use, operation and maintenance of the Common Property, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation;
- (d) suspending any Person's right to use any recreational facilities within the Common Property; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Homesite;
- (e) suspending any services provided by the Association to an Owner or the Owner's Homesite if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and
- (f) in the event any Owner is more than sixty (60) days delinquent in the payment of any assessment, notifying any or all Mortgagees having a security interest in the Owner's Homesite or Homesites that such Owner is in default in the performance of his obligations under this Declaration, and of those actions taken or proposed to be taken by the Association as a result of the default.

In the event that any occupant, guest or invitee of a Homesite violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such occupant, guest or invitee and/or the Owner of the Homesite that the violator is occupying or visiting.

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy a Specific Assessment to cover all costs incurred in bringing a Homesite into compliance with the Governing Documents.

The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorney's fees, and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

Olde Saluda Home Owners Association

Motor Vehicle Parking Policy

Revised: Effective July 12, 2021

*The Olde Saluda Homeowners Association Board (board) has adopted the following "Rules and Regulations" in accordance with the vehicle and parking restrictions specified in **Article 10, Sections 10.7 and 10.8**; and the enforcement specified in **Article 4, Section 4.3**, of the **Declaration of Conditions, Covenants and Restrictions**. This Parking Policy has been adopted to make Olde Saluda a safe, attractive and highly desirable community to live and raise our families.*

The Motor Vehicle Parking Policy "Rules and Regulations" are as follows:

- Parking, of any vehicle, on the street shall not be allowed if it is frequent, habitual, continuous, unsafe or hazardous to traffic or to persons within the community.
- Vehicles should be parked in garages or on driveways. Parking on the street of any vehicle is prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an "available" parking location).
- Parking on the street of temporary guest(s) of a lot owner shall only be allowed if it is temporary in nature (not to exceed twelve (12) hours in any twenty four (24) hour period nor exceed 3 consecutive days).
- Any vehicle parked on the street shall be parked parallel to the curb at all times.
- No vehicles shall be allowed to park on grassy areas or common areas.

Commercial, Recreational or Disabled Vehicles:

- Homeowners with commercial vehicles (those requiring a CDL to drive, having more than 2 axles, or having 2 or more of the following characteristics: weighs over 3 tons, ladder or other equipment racks, commercial signage, a trailer attached, a liftgate, a lift bucket, has a commercial license plate) are required to park such vehicles in the garage.
- Recreational vehicles must always be parked in garages. Trailers, motor homes, boats, campers, etc. are permitted on the driveway or on the street for up to 12 hours without notification to prepare to take the vehicle to some other location or for use. Parking these vehicles on the driveway or the street for longer than twelve (12) hours require written approval of the Board of Directors.
- Disabled vehicles parked in driveways or on the street shall be subject to towing at the expense of the homeowner unless removed within 24 hours of notification.

In order to comply with the parking policy, as outlined above, resident or visiting vehicles may be temporarily parked within the pool facility parking lot for a period not to exceed 48 hours without prior, written, approval from the board.

In all cases, the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a lot, a commercial or passenger vehicle, commercial maintenance and reports, a nuisance to other lot owners, improper parking and unsafe or hazardous parking. The Association, in accordance with Article 4, Section 4.3, may assess fines, tow (at the expense of the homeowner) or otherwise remove any vehicle or passenger vehicle parked in violation of this Regulation after notice to the Lot Owner of the violation, immediately in cases of a hazard or an emergency or upon the continue violation by that Lot Owner or the Lot Owner's guest, after the initial notice is provided to that Lot Owner.

Olde Saluda Home Owners Association
Community Pool Rules & Code of Conduct
Revised: Effective July 12, 2021

*The Olde Saluda Homeowners Association Board (board) has adopted the following update of the "Rules and Regulations" in accordance with the use restrictions specified in **Article 10, Sections 10.2 and 10.9**; and the enforcement specified in **Article 4, Section 4.3**, of the **Declaration of Conditions, Covenants and Restrictions**. This update has been adopted to make Olde Saluda a safe, attractive and highly desirable community to live and raise our families.*

The Olde Saluda Community Pool Facility is **only available** to and for the enjoyment of **homeowners in good standing** (who have paid all annual assessments) and their **accompanied guests**. In addition to two **bathroom keys**, provided at home closing; members in good standing will annually receive that season's **gate code** and two **pool tags** that should be displayed at all times in the pool area (clipped to your pool bag or keys) to identify you as a resident in good standing.

- Pool use is permitted during swim season only, beginning **May 1** and ending on **September 30** each year.
- Pool hours are **7:00 a.m. to 9:00 p.m., or dark**, whichever occurs first during the swimming season (there is no night swimming allowed per DHEC regulations).
- **Swim at your own risk** (no lifeguard on duty): neither the association, the developer nor the management company assumes responsibility or liability for loss, injury, accident or death. No diving is permitted!
- **Guests are limited to four (4) individuals** per property and must be accompanied by eligible adult resident.
- **Children, under the age of 13**, must be accompanied by an eligible resident 16 years of age or older.
- **Entrance to the pool is through the gate only!** Swinging on or climbing over the gate or fence is prohibited.
- **No pets** are allowed inside or fastened to the fenced area.
- **Smoking, Vaping, Glass containers & Drugs are prohibited** inside the pool, cabana, and surrounding areas.
- **No running, rough-housing or horseplay** in the pool and cabana areas! Supervision of children by parents and/or accompanying adult is necessary for children's safety and to prevent damage to the facility and the pool area equipment. Homeowners are responsible for damages caused by their children or guests.
- **Pool toys** such as balls and rafts should be used with consideration for others. **Radios/music** should not disturb other pool guests or residents near the pool complex.
- **Bicycles, scooters, skateboards, roller blades or other wheeled vehicles** (except for wheelchairs and baby strollers) are not permitted inside the fenced area surrounding the swimming pool. Any such vehicles left or parked outside should not be blocking the gate or walkway.
- **Proper swimwear** for children and adults is required in this family recreational area. Proper clothing and swim diapers are at all times required for infants and small children while in the pool, and diapers are not to be left in the waste cans at the facility and must be removed from the site when you depart.
- **Pick up and clean up after yourself, your children and your guests!** All trash must be placed in the appropriate trash receptacles. Our annual dues allocate monies for once-a-week cleaning of the bathrooms only! Chronic offenders may be asked to relinquish their right to use the facility.
- Telephone use, life preservers, body hook, hoses and other pool equipment is for emergency and maintenance use -- not to be used as toys. The pool phone does not require money to dial 9-1-1!

*Unsanitary conditions (defecation, unsafe blood loss, or other) may require the immediate closing of the pool. When **Pool Closed Signs** are posted, they must be obeyed. Call MJS inc. at 743-0600 to report an incident immediately. The pool will remain closed until DHEC certifies it is safe. Swimming is prohibited by those persons with infectious skin diseases such as chicken pox, measles, etc.*

PLEASE NOTE The Board of Directors may revoke the use privileges of any property owner(s) for a specified period of time for non-compliance with any of the published rules for the use of the common area facilities, whether due to a negligent, deliberate or willful act or behavior. Any and all penalties will be determined by the Board of Directors for these acts or behavior or for any act of vandalism by a homeowner, a minor or a guest of a property owner. The sponsoring property owner shall be responsible for the actions of their family or guest and may lose his or her privileges or be asked to compensate the Association for any and all damages.*