



# *“Paradise on the Bluff”*

A Guidebook for Sutherland Bluff Property Owners and Residents

November 2018

[www.sutherlandbluff.net](http://www.sutherlandbluff.net)

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### **1. Summary, Covenants, Bylaws, and Rules and Regulations, and POAA**

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Sutherland Bluff Plantation is a unique community. In a close-knit neighborhood, cooperation, regulation of behavior, and consideration for the community as a whole are very important. This handbook has been compiled by the Sutherland Bluff Plantation Homeowners Association (SBPHOA) to assist residents in living together productively and peacefully.

**Board of Directors** - The SBPHOA is governed by a Board of Directors. It is a seven-member board that is elected by the membership. The bylaws and covenants describe the rules of governance, how board members are elected, and the responsibilities and authority of the board.

Typically board meetings are held at the Clubhouse. (The schedule may change at the desire of board members.) Any member is welcome to attend the meetings. If a member wishes to address the board, he should ask at least one week in advance for time on the agenda by emailing [sutherlandgate1@dariantel.net](mailto:sutherlandgate1@dariantel.net). While in meetings, members should be aware that unless they are there to address the board, they are observers and are not participants.

The board operates through committees rather than managing each aspect of the community directly. The committees regularly communicate, meet and hash out the issues that arise. At the board meeting, the committee chairs then communicate updates, make recommendations on decisions to be made or inform on actions to be taken. By following this practice, the board meetings then can be effective as a governing body and not a management company.

**Committees** – There is a list of current committees and chairpersons of those committees. Owners are encouraged to volunteer to participate on committees for which they may bring expertise.

This handbook contains the rules that govern living in our community along with procedures residents need to follow in the event of a problem. The rules contained in this handbook are based on the Protective Covenants and Bylaws for the community that have been adopted by the association members. **This handbook does not replace the above-mentioned documents but clarifies them.** By purchasing a home or lot in Sutherland Bluff Plantation, you have agreed to comply with these rules and signed a contract to this effect when you purchased the property.

There are two sets of covenants, and both are available on the website at [www.sutherlandbluff.net](http://www.sutherlandbluff.net). The Bylaws are also on the website. For owners' information, the covenants are amendable, but doing so requires the affirmative vote of 66.6% of the property owners to change them.

**The most common covenant violations to the covenants are:**

- More than one boat and trailer stored on a lot
- Boat and trailers not stored behind the building line
- Trash receptacles not shielded from view
- Decals for boats and golf carts not displayed
- Lending pool cards to non-members
- Dock usage by non-residents
- Golf carts, trailers, ATVs not stored inside the garage
- Commercial operations within the property
- Failure to properly clean and maintain lots
- Open-air burning

**Rules and regulations** have been adopted by previous boards in accordance with the covenants and Article IV and Article X of the bylaws. Such rules may be modified from time to time.

**POAA** – In October 2006, with the ratifying of the covenants, the association and voting members elected to submit to the Georgia Property Owners' Association Act, O.C.G.A. '44-3-220, etseq. As a result of this submission, Sutherland Bluff HOA has expanded powers of collection and the ability to foreclose on properties owned by individuals who do not pay their dues.

**Contact Information:** Sutherland Bluff Plantation HOA does not engage a management company. It operates through a volunteer board and committee members and a paid administrative assistant.

To communicate with the board or staff, email [sutherlandgate1@darientel.net](mailto:sutherlandgate1@darientel.net). You also may visit the website for a list of current board members and their contact information.

The mailing address is Sutherland Bluff Plantation, Inc. P.O. Box 363, Townsend, Georgia 31331

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## **2. Animals and Pets**

No animals are allowed other than dogs, cats, and pet birds. Dogs are not allowed to run at large.

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## **3. Architectural Review**

Prior to any construction commencing, all plans for construction of homes, outbuildings, fences, garages, pools, etc. must be submitted to the Architectural Committee. This requirement includes any significant modifications to the property, additions, or significant landscaping. New home construction must be accompanied by a construction deposit of \$5,000.

See Appendix II for a partial list of the specific rules regarding construction.

**Architectural Committee.** The committee, composed of seven members appointed by the Board, reviews construction projects and modifications to the exterior of homes and lots as described in Article IV of the Covenants. The committee chair is appointed by the Board. Specifically, this Committee:

- Develops and implements architectural review guidelines.
- Reviews architectural change requests.
- Notifies applicants, the Board, and the Management Company of the decision made on the request. If applicable, notifies applicant with the reason the request was denied and makes recommendations for resubmission.
- Brings violations to the attention of the Board. Every property owner has the duty to report covenant violations to members of the committee or directly to the board.
- Maintains records of approved and denied applications.

#### **4. Assessments and Annual Budgets**

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Assessments are collected annually in advance for each lot. Payment is due within 30 days of the invoice being sent. Delinquent payments are assessed a late fee of up to 10% of the assessment for each month the dues are not paid, and may be charged interest. All lots pay the same assessed rate.

Special assessments may be collected for capital improvements and repairs and replacements of capital assets.

Past due amounts will result in an automatic lien against the homeowner's property.

The next year's budgets are presented for approval by the members at the annual meeting in the fall.

#### **Uses of annual dues and assessments:**

The annual dues of property Owners are used for the health, safety and welfare of the property Owners, and include but may not be limited to the following:

- Maintaining the private roads and right of ways; the community dock; the club house, sea wall, and parking lot; drainage and utility easements;
- Providing, maintaining and repairing street and other signs; entrance gates; and security systems;
- Providing and maintaining landscaping and irrigation systems at the entrances; at roads, easements and right of ways; and at the dock and club house;
- Providing and paying for needed utilities for all community property;
- Providing and paying for insurances as needed by the Association;
- Paying for all operating expenses, including administrative expenses, postage, office supplies, accounting fees, legal fees, office equipment, printing costs, website maintenance, etc.

#### **5. Boats, Trailers and other Vehicles and their Storage**

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A pleasure boat (on a trailer) no larger than 22 feet in length may be stored on a lot away from the street line and beyond the front building lines. This means one boat on the lot.

Trailers, mobile homes, recreational vehicles (three and four wheel all-terrain vehicles, golf carts, or habitable motor vehicle or campers), and trucks that are not pickup trucks, must be stored within an enclosed garage if the vehicles are parked overnight. This rule does not include the vehicles of temporary guests or visitors who are in residence for under seven days.

#### **6. Clubhouse**

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The Sutherland Bluff HOA Clubhouse is located adjacent to the dock. It contains a great room, kitchen, conference area and bathrooms. Owners may rent the clubhouse for private use within the guidelines below. Specific uses and rules for the clubhouse are located on the website.

The rules were established to ensure a clear communication of owner's responsibilities in the usage of the facility. Permission must be granted for any changes to the rules. Violation of the rules could subject the member to lack of future use and penalties or fines. Only a member can rent the clubhouse and must be in attendance at the function. All HOA dues must be current.

Key: Access will be given to the clubhouse on a temporary basis.

A usage fee of \$100.00 per day plus a \$100.00 deposit shall be paid in advance. The deposit will be refunded if facility is left clean.

- A. The facility is to be cleaned and in the same condition as it was when rented.
- B. All trash and garbage should be placed in outside waste bin.
- C. All food should be removed from the facility, including the refrigerator.
- D. All doors are to be locked after use.
- E. Upon leaving, set A/C at 80 degrees in cooling season and 60 degrees in heating season.
- F. Be courteous and keep noise at a reasonable level. No outside amplifiers or loud speakers are allowed. No loud music or live musicians without prior approval from the committee with pre-set time periods.
- G. No activity is allowed after midnight.
- H. Overnight parking is not allowed for boat trailers, RVs, campers, etc.
- I. No swimming allowed at any function.
- J. Outdoor grills are to be used only on the concrete away from the clubhouse.

Clubhouse will be reserved for Sutherland Bluff Plantation HOA usage on the following holidays: Memorial Day, Fourth of July, and Labor Day. Decorating or setting up may be possible 24 hours prior to usage event, if clubhouse is available.

## 7. Communications

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**Website.** The HOA maintains a community website at [www.sutherlandbluff.net](http://www.sutherlandbluff.net). At this address residents can find electronic copies (pdf files) of this handbook, the Sutherland Bluff Plantation Articles of Incorporation, By-Laws, Covenants, as well as forms for clubhouse rentals, pool and exercise room access, architectural review, plus information on committees, events, community news and other useful links.

**Email.** The Board uses email to communicate with residents and homeowners. These communications contain information concerning upcoming community events and updates on numerous activities. Residents are encouraged to sign up to receive such email to stay informed. Individual email addresses are not available, shared or sold to any other organization. Requests for submission of a newsworthy email should be submitted to [sutherlandgate1@dariantel.net](mailto:sutherlandgate1@dariantel.net). **You are not required to provide an email address, but understand that if you do, it is your responsibility to keep it current.**

**Mail.** The mailing address is Sutherland Bluff Plantation, Inc. P.O. Box 363, Townsend, Georgia 31331.

**Communications works both ways. As an owner, it is your responsibility to provide updated addresses and contact information.**

## 8. Dock Use and Rules

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Dockage at the dock is for property Owners who are in good standing only. **Boats must display the SBPHOA decal.** Guests of Owners may use the dock for other purposes, but boats of guests may not be moored at the dock.

Owners may access specific dock rules and an application for a boat decal on the website. Complete dock rules and regulations are located in Appendix II.

## 9. Garbage, Waste and Recycling

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Garbage pickup and recycling are provided by Waste Management. The fee for garbage pickup is part of the county tax bill for each property. 912-832-6155 (Landfill)

<http://www.mcintoshcountyga.com/index.php/departments/curbside-recycling-waste-removal>

<https://www.wm.com/residential/curbside-waste-pickup.jsp>

Garbage receptacles should be placed in areas hidden from view, except when they are placed roadside for pickup. Homeowners are asked to put away their trash receptacles as soon as possible after garbage pickup.

Burning garbage, yard debris, or trash is not allowed.

## 10. Insurance

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**Association Maintained Coverage.** The Association maintains the following insurance:

- **General Liability.** This coverage is for injury caused upon the Common Property or in some other way as a direct result of the negligence of the Association or its agents. SBPHOA also carries excess liability coverage.
- **Property.** This coverage is for damage caused to improvements to real property and equipment owned by the Association.
- **Directors and Officers.** D&O coverage protects the Board and Committee Members in the case of an error or omission on their part while performing in their capacity as a Director or Committee Member.
- **Fidelity Bond.** Fidelity Bond Insurance protects the Association from theft of Association funds while in the control of the Board, Committees, or Management.
- **Homeowner Provided.** Each homeowner must maintain proper "homeowner coverage." The Association does not provide insurance to protect the homeowner.

## 11. Leasing

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Within Sutherland Bluff Plantation, there are two sets of covenants. Leasing is prohibited in Phases I through VI and Sapelo Hammock Golf Club. The covenants covering the phase generally known as "The Oaks" (purple lots on the site map – Future Tracts) allows property Owners to lease their homes. All remaining covenants will apply to both the property owner as well as renters. In all other areas within the neighborhood, leasing and renting of homes is not permitted.

In the Oaks covenants, the term "leasing" is understood to mean long-term leasing of periods at least six months in duration.

## 12. Maintenance of Homes and Lots

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Each property Owner is responsible for the maintenance of his lot(s). If the Owner does not maintain his lot(s) in a manner consistent with the standards of the covenants, the HOA will fine the Owner and if not resolved ultimately arrange for the lot(s) to be mowed, "bush-hogged" or other necessary task to remove tall grass, undergrowth, dead trees or branches, weeds or rubbish, and the Owner will be billed for the service.

Each vacant lot must be "bush-hogged" at least twice in the calendar year (October/November and June/July) in a manner acceptable to the Architectural Committee. If, in the sole opinion of the HOA board, an Owner fails to properly bush-hog his lot, the homeowner may be fined for each day that the lot is not cleaned. If after fines accrue for 14 days or more, the Owner still fails to properly bush-hog his lot, the HOA may provide such bush-hogging as deemed necessary, and the cost of the cleaning will be billed to the Owner, ultimately adding to the assessment for that lot.

Satisfactory lot cleaning includes:

- Close or deep bush hogging.
- Removal of all under bush.
- Removal of small trees less than 2 inch diameter.
- Cutting or bush hogging close to the trunk of all trees.
- Removal of all debris, limbs, vines, etc.

Each homeowner is responsible to maintain his home in a manner consistent with the covenants. Porches and yards should be kept free of yard tools and machinery, indoor furniture, and items that are not appropriate for outside use.

No trash, rubbish, garbage, debris or materials should be deposited on any lot or area or in the right-of-way of any street. Refuse piles are not allowed.

### **13. Pool and Fitness Center**

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Homeowners may access the pool and fitness center by completing an application for access cards that can be found on the website. Effective January 1, 2019, the cost is a one-time fee of \$50 for two access cards to the center. Replacement cards will be \$50 each.

The website also contains a complete list of the rules covering use of the pool and fitness center. Please read the rules **BEFORE** using the facility. The list is comprehensive.

#### **Basic Rules of the Pool and Fitness Center**

This is not a complete list of rules and regulations, but these are some highlights:

- A. Pool and Fitness Center Hours – 6 AM to 9 PM unless posted otherwise.
- B. No Smoking Area – The entire Pool and Fitness Center is designated as a No Smoking area.
- C. Hold Harmless Agreement – Guests over 18 years of age must sign a Hold Harmless Agreement. The form is located inside the main entrance door.
- D. Children at the Pool and Fitness Center:
  - i. Children under the age of 13:
  - ii. Must be accompanied at all times by an adult over the age of 18.
  - iii. Are not allowed in the spa/hot tub.
  - iv. Are not allowed to operate the spa/hot tub control. This is happening very often and the control is expensive to repair. Read the operating instructions posted and operate accordingly.
  - v. Children under the age of 3 must wear waterproof pants when in the pool.
- E. No glass containers of any kind are allowed into the pool or fitness areas.
- F. No food or drinks in open containers are allowed into the pool or spa/hot tub. Keep these items at least 10 feet from the pool or spa/hot tub. Drinks in plastic containers with lids are allowed in the pool.
- G. No bikes, skateboards or other mobile toys are allowed. No pets.
- H. Do not place furniture in the pool. Do not slide tables and chairs. This damages the paved decking.
- I. When leaving any area, turn off lights and fans. Please place all trash in receptacles. Take all personal belongings with you. Lower all umbrellas.
- J. Do not prop open any access doors.
- K. Be aware that cameras are recording all activity in the pool and fitness areas.

### **14. Prohibited Uses (commercial activities)**

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The rules prohibit any commercial or business activities within the development. This means that ongoing money-making concerns or activities bringing customers, commercial vehicles or delivery vehicles of commercial goods are not allowed. Such concerns includes home occupations such as child care, tailoring, computer and electronics

repairs, sales of any product or service, tutoring or teaching of private lessons, catering. This rule prohibits yard sales and garage sales by individual homeowners.

This rule does not prohibit the sale of real estate by a homeowner or professional licensed real estate agent of any property inside the community. The purpose of this rule is not to restrict working at the home, except where such work brings traffic inside the gates. Online sales do not increase traffic or bring customers in through the gates.

The rule does not prohibit a homeowner from having a home office when the home site is not the source of generated income.

This rule does not prohibit a homeowner from selling a vehicle or boat or other large item not easily transported when the homeowner arranges a one-on-one visit by a potential buyer.

This rule **does not prohibit estate sales**, when such sales are conducted strictly under the conditions listed below. It is understood that the gates would be open during such sales to allow visitors.

- The property Owner has sought and received written board approval, which will not be reasonably withheld if the following conditions are met.
- The Owner has a one-time option to conduct an estate sale that is to be exercised in conjunction with sale of the house. This one-time option prevents hardship for homeowners who must sell and downsize due to the natural changes that come with aging. However, any homeowner may use the option, regardless of the reasons for selling.
- The Owner limits the sale to no more than two consecutive days and only during daytime hours from 9 AM until 5 PM.
- The Owner has arranged for adequate parking for visitors, with cordoning of off-limits areas to park. If the Owner plans to allow parking in a neighboring lot, permission must be given by the lot Owner.
- The Owner engages a person or persons to provide guidance and direction for parking to visitors during the sale hours.
- No “For Sale” or directional or announcement signs may be displayed before or during the estate sale.
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## **15. Roads**

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All roads within the community are privately owned by the HOA. The speed limit throughout the community is 20 MPH. It is the responsibility of the HOA to maintain and repair the roads and right of ways.

Golf Carts – the 20 MPH speed limit applies to golf carts. Licensed drivers and individuals at least 15 years old with a learners’ permit may operate a golf cart. Children at least 12 years old may operate a golf cart when accompanied by a licensed driver over 18.

HOA members must display a decal to operate a golf cart inside the gates of the subdivision. Decals may be obtained by emailing [sutherlandgate1@darientel.net](mailto:sutherlandgate1@darientel.net).

## **16. Security**

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Sutherland Bluff Plantation has two security gates. The board of directors may decide to replace and/or upgrade equipment as existing equipment depreciates and as technology improves. For specific rules and practices regarding the security system, see the website.

## **17. Signs**

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Article 23 states “No sign of any character shall be displayed or placed upon any property except “For Sale” signs, referring only to the premises on which displayed and not to exceed two (2) square feet in size and one (1) sign to a property.”

The Covenants specify the size and number of real estate signs that may be displayed or placed upon a property.

As of March 28, 2018, non-compliant signs are not permitted in Sutherland Bluff Plantation. From that date forward, non-compliant signs will be removed and disposed.

Signarama Sign Company in Brunswick is one local vendor that makes these signs. Telephone is 912-265-6463. <https://www.signarama.com/ga-brunswick>

If homeowners desire to use another vendor, the sign must be approved in advance by the board. Specifications are below:

A. Size:

- i. Metal sign - 8" x 28"
- ii. Total sign height including stand - 42"
- iii. Sign height above ground when installed - 32"

B. Colors:

- i. Background - Green – PMS 567 C (see below)
- ii. Accent trim – Gold/Yellow – PMS 7408 C (see below)
- iii. Text - White
- iv. Logo Background – White
- v. Logo text – Charleston Green – PMS 567 C
- vi. Metal Stand – Black



## 18. Soliciting

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Soliciting is not allowed.

19. Site Map:



## **20. Television and Utilities**

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All electrical service, telephone, cable and internet lines are to be placed underground. Television dishes over 30 inches are not allowed.

Electrical service is through:

### **Coastal Electrical Cooperative**

1265 South Coastal Highway

Midway, GA 3120

912-884-3311

<https://coastalelectriccooperative.com/>

Telephone, cable and internet:

### **Darien Telephone Company**

1011 North Way

Darien, GA 31305

912-437-4111

<http://www.darientel.net/>

## **21. Water Service and Wells**

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No individual well or water supply system is allowed unless written consent is given in advance by the Architectural Committee. All new construction must use the community water system that is owned and operated by South Atlantic Utilities. Approved wells may be used only for irrigation.

To contact:

Water Utility Management

621 Stephenson Avenue

Savannah, GA 31405

Phone 912-352-9339

<http://www.waterga.com/>

## **22. Yard sales**

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See the Prohibited Uses Section (commercial activities). The Prohibited Uses rule prohibits yard sales and garage sales.

## **23. Appendix I. Covenant Enforcement Policy – ratified on October 27, 2018.**

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The HOA Board Members recognize that the real and perceived value of a covenant-protected community centers around reasonable and consistent property standards. The board further recognizes that a very important part of the consideration prospective property Owners make when selecting a Community in which to live and invest in, is the condition, quality and curb appeal of the Community they are considering.

In a perfect world, Owners would fully and timely comply with all of the requirements and responsibilities necessary in the Community. The board understands, realistically, enforcement of the covenants and other rules are necessary for those few individuals who choose not to conform to and comply with the documents those individuals originally agreed to abide by.

Enforcement action and monetary penalties are sometimes necessary to ensure compliance from Owners who choose to violate the laws of our Community. Inaction regarding violations of the governing documents can lead to conditions that cost all Owners far more than the reasonable fines and penalties the Association may consider.

## General

Failure to notify or enforce any of the covenants will not be deemed a waiver of any of the covenants.

All of the covenants will be severable, and if one or more are found to be invalid, all others will remain in full force and effect.

Any non-compliance with the covenants by any Owner, renter or guest will be the responsibility of the Owner.

### A. Complaint

1. Complaints by Owners or residents shall be in writing **via mail or email** and submitted to a Compliance Committee of at least three individuals, which the Board will appoint from volunteers. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant (“Complainant”), the alleged violator (“Violator”), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
2. Investigation. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by the Compliance Committee.
3. Initial Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 14 days from the date of the letter to come into compliance.
  - a. Minor Infractions or Extenuating Circumstances. If the compliance committee determines that the violation is of a materially minor nature or if there are extenuating circumstances, it can choose to communicate via telephone or face-to-face. Example of extenuating circumstances – the homeowner is ill or is suffering from a tragic event that prevents him from temporarily following a rule or rules.
  - b. Serious/Immediate Risk Violations. When a violation concerns a serious immediate situation for person or property the board will seek to obtain prompt action by the alleged violator to correct and avoid any recurrence. Examples include fireworks, unfenced pools, menacing dogs, et cetera. The board will seek to contact the Owner or other violator, and a hearing scheduled as soon as possible.
4. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 14 days of the first warning letter, this will be considered a **second** violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 14 days of the date on the second violation letter.
  - a. The second letter is sent by certified mail, return receipt requested, at the member’s expense. All related costs are charged to the member’s homeowner’s assessment account.

- b. Irreversible Violations. When a violation has occurred that cannot be mended, the board will seek to notify the Owner of a hearing that may determine the amount of a possible fine, or other action, for the violation. Examples include unapproved additions, landscaping, et cetera. The board will seek to contact the Owner or other violator to schedule a hearing as soon as possible.
    - c. Repeat Violations. If a violation recurs after a fine or other action has been imposed, no warning notice will be made and such violation may trigger a notice of hearing before the Board of Directors. Such hearings may be scheduled as soon as possible. At such hearing, an escalating fine schedule or other action may be imposed, the general guideline to be at least a doubling of the prior penalty.
5. Notice of Hearing. If a hearing is requested by the alleged Violator, the Board, compliance committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 14 days prior to the hearing date.
  - a. The notice of hearing is sent by certified mail, return receipt requested and **via email** if the owner has supplied an email address to the Association.
  - b. The hearing's purpose is to give the alleged Violator an opportunity to be heard.
  - c. If the alleged Violator fails to request a hearing within seven (7) days, he/she is deemed to have waived the right to a hearing and the Committee or Board may proceed to impose a fine.

## **B. Fines and Sanctions**

1. Any fine shall be a personal obligation of the Owner, contractor, guest, family member and/or resident and may be recorded against the property, creating a lien against the property, which may be foreclosed. The Committee may notify any lender or credit agency of such obligation and lien.
2. For all violations (other than the immediate towing of violating vehicles), the fine for a first violation of a Rule or Regulation will be no more than \$50. The fine for a second offense of the same nature will be no more than \$100 above the amount of the previous fine. Subsequent fines for similar offenses will increase by no more than \$100 above the amount of the previous fine per subsequent offense, unless in its sole discretion, a greater amount is deemed appropriate by the Committee. Fines assessed against the Owner will become assessments collectable against the property pursuant to the Declarations and Georgia Law and will be collected in the customary manner and pursuant to the business practices of the Association.
3. In all instances, the imposition of an amount less than the maximum possible fine will not preclude the Committee from imposing the maximum fine allowable under this section for subsequent offenses.
4. Definition of occurrence:
  - a. First occurrence means that the committee has communicated via letter or email, and the owner has responded or corrected the violation within 10 days. No fine is levied.
  - b. Second occurrence means that the member did not respond and correct the violation. A second letter or email is sent, giving the owner another 10 days to cure. If the member has not responded, the fine levied is \$25.00 per day.
  - c. Third occurrence means the owner has not responded to a third letter or email from the committee or corrected the violation. The second fine levied is \$50.00 per day.

d. If repeated violations occur, when the maximum fine of \$1,000 is reached (cumulatively) and is not paid, the property is subject to an automatic lien. All fines and levies are considered by the courts to be the same as dues.

**C. Recovery of Expenses and Attorney's Fees**

1. In any court action or other proceedings to enforce or defend the covenants, the rules or otherwise to address a violation by an alleged violator, the Board shall be entitled to assess and recover its expenses, including that of reimbursement for expenses as well as attorney fees and costs against the Owner, alleged violator and/or other party in addition to all other rights and remedies.

**D. Deviations**

The Board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

**E. Amendment**

The Board of Directors may amend this policy from time to time.

Note: Sutherland Bluff Plantation HOA entered into a retainer arrangement with Nowack Howard of Atlanta in 2018. Nowack Howard handles the HOA's bad debt collection and gives ongoing legal advice to the board.

## 24. Appendix II. Dock Rules and Regulations (last amended September 8, 2012)

- A. Authority: The Board of Directors of SBPHOA has the sole responsibility for the management and assignment of dock use and privileges.
- B. Liability: The SBPHOA, its members and board of directors assume no responsibility for loss through fire, theft, collision, or other damage to the boat, its contents, or other boats and structures in the area set aside for the community dock. Additionally no responsibility for personal injury or death to the owner, his/her crew, family, guests anywhere on the premises or docks, whether due to negligence of SBPHOA, its members, and its board of directors. This provision, and the regulations and limitations contained herein also apply to vehicles of the boat owner, family or guests as well as any vehicle parked in the clubhouse parking lot.
- C. Dockage for Members only: Only property owners (“Owners” or “Members”) in good standing of SBPHOA are authorized to dock their vessel(s) at the community dock. No other individuals are permitted to utilize the dock and its facilities. The boats of SBPHOA Members must display an appropriate SBPHOA decal.
- D. Georgia Boating Laws and Responsibilities: All members and owners who use the dock facilities must adhere to the Georgia Boating Laws and Responsibilities in addition to regulations contained herein.
- E. Decal[s]: An application to the SBPHOA describing the vessel -- ownership, make, and model, color, length and current Georgia boat registration number - must be submitted to the SBPHOA for review and approval. A Member must utilize the decal application form found on the website. An identification decal will be issued to Members in good standing who submit a completed application for their vessel. Each decal will have a unique I. D. number assigned thereto. Dock privileges may be revoked if for any reason an owner does not maintain good standing with the SPBA.
- F. Decal Validity: Decals are valid only for the Member to whom the decal was issued. A new decal must be applied for when the Member needs to register a new [replacement] boat.
- G. Decal Transfer: Decals may not be transferred to the boats of non-Members, given to a non-applying Member, or transferred to a new (substitute) boat of the Member. The sale or transfer of a SBPHOA lot or home voids both the current decal and dock privileges. New owners must reapply for a dock decal.
- H. Decal Display: The SBPHOA decal must be conspicuously displayed on a Member’s boat in a location easily visible from the dock when moored. Only those boats with a proper decal are permitted to utilize the dock or its facilities. Preferred decal locations are center console, windshield or other similar location.
- I. Motorized Vehicles: Motorized vehicles, such as automobiles, golf carts, carts, scooters or motorized cycles are prohibited on the dock or walkway to the dock, except for wheelchairs where needed to provide access for the disabled.
- J. No Commercial Activity or Usage: The docks and its facilities are for recreational usage only, and no commercial activity or usage is allowed. No boat shall be allowed which is in any way or at any time used for commercial purposes or which charges or accepts a fee or any other form of compensation either directly or indirectly. An exception to this rule is authorized for realtors with an active listing in Sutherland Bluff Plantation when the realtors are showing property to potential buyers, though the boats or vessels of such realtors shall be subject to the other provisions of these rules and may not be moored overnight.
- K. Dock Cleanliness: No waste cans, paper, debris or other refuse are to be left at the dock or dock area or thrown into the river. Removal of trash from the premises is the responsibility of the boat owner/member.
- L. Water: Dockside water hoses are available for members only and shall be used for wash down only. Hoses should be rolled back on the reel provided adjacent to the fish cleaning area after use.
- M. Fishing from the dock: Fishing from the dock is permitted for members and supervised guests. Fishing must not interfere with boats arriving or departing the dock.
- N. Fish Cleaning: Fish cleaning at the dock shall be done only at the facilities designated for this purpose. Owners/members are responsible for cleanup and removal of trash.
- O. Dogs: All dogs shall be kept on leashes and not left unattended. The boat owner is responsible for ensuring that the dock and the immediate area surrounding it and the dock walkway are not used by pets for soiling. Owners are responsible for clean-up of any “accidents” immediately.
- P. Disturbances: Dock users shall not create visual or noise nuisances. Loud parties, inappropriate conduct,

loud music or other disturbances are not permitted.

- Q. Personal Watercraft: No Personal Watercraft (jet skis, kayaks, canoes or floats) are permitted to moor at, be left on, or utilize the dock or its facilities, including the harbor area, other than to load or unload passengers.
- R. Time allowed for Dockage: Boats over 24 feet in length shall not be moored at the dock. Boats shall not be moored at the dock for more than nine consecutive days or eight consecutive nights. Owners who abuse dock privileges or the intent of this rule by having their boat absent from the dock only a day or two between periods will have their dock permit revoked and will forfeit dock privileges.
- S. Length Restriction of vessel: Notwithstanding the provisions of the previous rule, boats which exceed the maximum length may load and unload at the dock only and may not be moored at the dock or left unattended for any length of time.
- T. Multiple Boats: A maximum of two boats is allowed per Member. Owners may have only one boat moored at the dock at a time.
- U. Electrical Devices: Use of electrical cords and electrical devices are prohibited on the docks. No electrical hookup is provided and no method of temporary power supply may be utilized.
- V. “Live-Aboards”: Members and guests are not permitted to live aboard any boat or watercraft or to sleep overnight while a vessel is moored or in the immediate area of the dock, nor may any pets be left aboard.
- W. Wake: The immediate dock area, as well as the surrounding waters, including the private dock areas of Sutherland Bluff Plantation Owners, is a No Wake zone. Owners and operators must minimize speed and wake so as to do no harm to the dock(s) or other boats.
- X. Dock Lines: Dock (moor) lines shall be of sufficient size (no less than 3/8” nylon or equivalent) and be properly utilized so as to secure a boat at the dock in a manner that will not cause damage to either the dock or nearby boats. Mooring lines should be tied in such a manner as to protect adjacent boats.
- Y. Fires: No fire of any kind, including fire contained in a charcoal burner, is permitted on the dock or on a boat while the boat is moored on the dock.
- Z. Explosives: No fireworks or firearms or other explosives are permitted on boats or on the dock at any time.
- AA. Fueling: No fueling is permitted at dockside. The State DNR permit for the community dock expressly prohibits fueling at the dock.
- BB. Swimming: No swimming is allowed in the area of the docks, nor is jumping from the dock or dock walkway into the water or marsh permitted.
- CC. Supervision of children: No child under 16 years of age shall be on the dock unsupervised. An adult must be present when the dock and dock related facilities or vehicles are being used by youth under age 16. No boat operators under the age of 16 may utilize the dock.
- DD. Dock Boxes: No dock boxes, lockers or storage containers of any kind may be left on the dock.
- EE. Boarding steps: Steps may not be left on the dock when boat is not moored.
- FF. Dock Closure: The SBPHOA Board reserves the right to close the dock for repairs, emergency conditions or community events. Owners may be asked to move all boats in the event of severe weather.
- GG. Dock Uses: Owners shall use the dock and attached facilities for reasonable and typical boating activities. Owners shall keep the dock area clear of all gear, tackle, and other obstructions, and agree to properly dispose of waste or trash (including treated or untreated sewage from heads or holding tanks). There is no discharging of the bilge in the docking area.
- HH. Relocation: The SBPHOA reserves the right to move an unattended boat when required by extant circumstances or when a boat is in violation of these rules in a manner which negatively impact other homeowners. The SBPHOA shall make every effort to provide appropriate and reasonable notice to the boat Owner of its intent to move a boat. If the boat is not moved by the end of the notice period, the SBPHOA may have the boat removed, and the costs associated with such a removal shall be at the Owner’s expense. Boat owners shall hold the SBPHOA, its members and officers/directors safe and harmless from any and all liability, injury, loss or damage caused by relocation.
- II. Emergency Permission: In an emergency situation, non-owners may utilize the dock, though the non-owner boat should be removed as soon as possible.
- JJ. Severe Weather: To the fullest extent possible, it shall be the responsibility of each Owner to ensure that their boats are not moored at the dock when severe weather threatens the area.

- KK. Vehicle Parking: Automobile or golf cart parking is limited to one Owner vehicle per boat and one vehicle for guest[s]. Parking is in designated area only. Boat trailers may not be left in the parking area at any time.
- LL. Life Jackets: Use of life jackets is urged for infants, children and non-swimmers while on the dock or upon a boat.
- MM. Damage: Any dock structure or appurtenances damaged or destroyed by negligence or improper use shall be replaced at Owner's expense. Dock equipment shall not be altered in any way.
- NN. Rule Adherence: Violation of the dock rules shall be grounds for suspension of usage and/or revocation of authorization decal. The SBPHOA [at the discretion of the board] may terminate dock privileges of an Owner for flagrant abuse or neglect in abiding to these Rules in whole or in part.
- OO. Guests and Visitors: It is the responsibility of the Owner to inform guests of the dock regulations and ensure compliance. All Owners are responsible for their own and guest's conduct. No guest will be permitted to cause a disturbance. Common sense and courtesy to fellow homeowners and dock users are expected.
- PP. Assessments: The Board of Directors of the SBPHOA reserves the right to issue an assessment in an amount to be specified to any Member whose violation of these rules results in costs to the SBPHOA. This action may be taken in addition to suspension of dock usage privileges or revocation of the authorization decal.
- QQ. Etiquette: All boaters should be mindful of other boats using the dock. When docking, leave more than two cleats' space for other boats to dock.

## 25. Appendix III. Architectural Guidelines

Before beginning construction of any building, property Owners must submit plans prepared by a licensed architect to the Architectural Committee. Along with plans, the Owner must submit a fee of \$5,000. \$3,500 of the fee will be returned to the Owner after construction is completed as planned and approved. The portion held is a road impact fee and administrative fee.

The Architectural Committee consists of seven (7) members, one of which is a board member. The Committee, which meets monthly, has exclusive jurisdiction over architectural and construction matters. Decisions may be appealed to the board for a final decision.

The Architectural Committee will consider aesthetics of proposed improvements and the suitability of the building and materials to be used, the harmony of the surroundings, and the outlook of adjacent properties.

Before considering construction of improvements, property Owners should refer to the **actual covenants** that cover their specific lot(s). Below is a table that lists the differences between the two sets of covenants currently in place.

Covenant	SBPHOA Recorded October 18, 2006	The Oaks Recorded June 22, 2004
Completion of construction deadline	12 months	9 months
Television dishes	No more than 30 inches in diameter	Must secure written permission from HOA.
Lot size for building if subdividing to add SF to adjacent lots	No less than 20,000 SF	No less than 18,000 SF
Rentals	Expressly prohibited	No prohibition
Trees	Board has authority to require replacement	No authority to require replacement
Minimum square footage of residence	Varies by phase	2,000 SF
Minimum setbacks	70' front and rear and 50' front and rear and 15" side yard	70' front and rear and 10" side yard
Deadline of approval period for construction plans	45 days	90 days
Roof pitch	Center pitch of no less than 6' to 12' feet horizontal	Center pitch of no less than 3' to 12' feet horizontal
Commercial or business activity	Expressly prohibited	No prohibition

### Minimum setbacks by phase:

Specifications	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Sapelo	The Oaks
Minimum Square Feet	1,500	1,500	1,650	2,000	2,000	1,800	2,000	2,000
If multi-story, first floor minimum SF	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200

Setbacks in Feet								
Minimum Front Yard	70	70	50	50	50	50	50	70
Minimum Rear Yard	70	70	50	50	50	50	50	70
Minimum Side Yard	15	15	15	15	15	15	15	10
Maximum Height	45	45	45	45	45	45	45	45

For lots which abut Sapelo Hammock Golf Course, there is a 35 FT “No Construction” Rear Yard setback included in the 50 FT setback. This prohibits any kind of construction within the 35 FT setback – decks, fences, swimming pools, etc.

**Construction Basics:**

- A. Garages                    Must be attached. Must be designed to accommodate no more than 4 vehicles, including boats and trailers. Garages facing the street must have doors installed. No carports.
- B. Outbuildings            Outbuildings and storage units are not allowed.
- C. Multi-story                The ground floor of any multi-story building must contain at least 1,200 SF.
- D. Materials                 External materials not allowed – metal or vinyl clad siding, asphalt, asbestos, or unfinished concrete block on any building.
- E. Foundations              Foundations and basements must be aesthetically enclosed. Foundation piers may not be exposed.
- F. Appearance              Residences must be attractive from all sides. Garbage receptacles should be maintained in areas hidden from view.
- G. Occupancy                No building other than a residence may be occupied permanently or temporarily while a residence is under construction.
- H. Lighting                 No lighting may be directed to illuminate adjacent lots and lighting types and wattage should be consistent with residential use.
- I. Wells                        Homeowners may install shallow or deep wells (for irrigation purposes only) with the written consent of the Architectural Committee. Homeowners are required to purchase water from Water Utility Management Services.
- J. Septic Tank                Must seek approval from the McIntosh County Health Department prior to installation.
- K. Trees                        Must seek approval from the Architectural Committee to remove trees greater than 12 inches in diameter.
- L. Docks                        Must seek approval from DNR (Department of Natural Resources.)
- M. Parking                    No trailers, mobile homes, recreational vehicles of any nature, including, but not limited to, three and four wheel all-terrain vehicles, golf carts, or habitable motor vehicle or campers, can be stored on any part of property within the except within an enclosed garage. No trucks other than pickup trucks can be parked overnight on any lot except in an enclosed garage. A 22-foot or shorter pleasure boat on its trailer may be parked or stored on that portion of the lot away from the street line beyond the front building lines

**Plan Submission Checklist for  
New Construction at Sutherland Bluff Plantation**

The following items must be submitted to the chair of the Architectural Committee along with a Community Impact Fee of \$5,000. Submit this list and a check made to Sutherland Bluff Plantation HOA.

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Phase \_\_\_\_\_ Lot(s) \_\_\_\_\_

Email address \_\_\_\_\_@\_\_\_\_\_. Date \_\_\_\_\_ 20\_\_\_\_

Site Plan	Included
Orientation of the development with setbacks indicated	<input type="checkbox"/>
Contours indicated	<input type="checkbox"/>
Parking areas	<input type="checkbox"/>
Layout of existing trees	<input type="checkbox"/>
Boundary dimensions	<input type="checkbox"/>
Ground floor plan	<input type="checkbox"/>
First floor plan	<input type="checkbox"/>
All elevations and finishes	<input type="checkbox"/>
Window materials	<input type="checkbox"/>
Roof plan and materials	<input type="checkbox"/>
Exterior lighting plan	<input type="checkbox"/>
Garage plans if separated and connected by covered walkway	<input type="checkbox"/>
Driveway material, finish and color	<input type="checkbox"/>
Color board	<input type="checkbox"/>

Notes: