

STATE OF SOUTH CAROLINA )  
 ) AMENDED RESOLUTION AND CERTIFICATE OF  
 ) AUTHENTICITY OF RULES & REGULATIONS  
COUNTY BEAUFORT ) FOR Yacht Cove Property Owners Association, Inc.

WHEREAS, YACHT COVE PROPERTY OWNERS ASSOCIATION ("Yacht Cove POA"), is a non-profit corporation in good standing, organized for the purpose of administering the property known as Yacht Cove POA as more particularly identified in the Declaration of Covenants Conditions and Restrictions running with Certain Lands of GreenBrooke Homes Company and Provisions for Membership in Wyndemere Owners Association, now known as, Yacht Cove Property Owners Association, Inc, dated April 23, 1987 recorded May 8, 1987 in the Office of Register of Deeds for Beaufort County, South Carolina in Book 476 at Page 885.

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. §27-30-110 et seq. ("SCHAA") mandates the Yacht Cove POA rules, regulations, and amendments to rules and regulations be recorded with the ROD,

It is therefore resolved and certified:

1. That pursuant to the authority granted to it in the Declaration, and the Bylaws of Yacht Cove POA attached thereto, the Board of Directors of Yacht Cove POA (the "Board") duly adopted certain Rules and Regulations ("Regulations") governing various administrative matters within Yacht Cove POA in April 2019 which are attached as Exhibit "A".
2. That the Board updated the ByLaws of Yacht Cove POA which are attached as Exhibit "B".
3. That the Board adopted Club House Rental Application which is attached as Exhibit "C".
4. That these Regulations are in full force and effect and shall remain so until such time as the Board may, in its discretion, file with the ROD an amendment, restatement or revocation thereof.
5. That the undersigned is the duly appointed Vice President, Finances & Legal Affairs, of Yacht Cove POA and as such, has the requisite knowledge and authority to execute this instrument on behalf of the Board and to record these Regulations in accordance with the SCHAA.

So Certified this 4 day of October, 2019.

Donna Edwards  
Witness

Elizabeth Paul  
Witness/Notary

Yacht Cove POA

By: Bruce A Pitkin  
Bruce Pitkin, Its Vice President,  
Finances & Legal Affairs

I, Elizabeth Paul do hereby certify that Bruce Pitkin, Vice President, Finances & Legal Affairs, of Yacht Cove POA appeared before me this 4 day of October, 2019, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4 day of October, 2019



Elizabeth Paul  
Notary Public of South Carolina  
My Commission Expires: 02/12/28

# THE YACHT COVE CLUB HOUSE RENTAL AGREEMENT

The Yacht Cove Club House is available for rental to property owners who have no outstanding balance due the Association.

A \$100 deposit is required at the time a function is booked. (Please submit two checks – one for \$75 and one for \$25). At the conclusion of your function, the premises will be inspected. If all the renter's requirements have been fulfilled, \$75 will be refunded to the renter and the \$25 will be kept for a usage fee. Any damage in excess of \$75.00 will be billed to the homeowner.

## NO SMOKING.

Once the clubhouse key is issued to the renter, he/she becomes responsible for the clubhouse and pool area, until such time that the key is returned to a board member. The renter agrees to be present during the rental period.

The clubhouse is to be used for personal enjoyment and not commercial purposes. Noise is considered excessive when heard from within adjacent homes.

Clubhouse functions must end by 10 P.M. unless scheduled and pre-approved as indicated on this form. "UNDER NO CIRCUMSTANCES CAN THE POOL BE USED AFTER DUSK, (STATE LAW)".

No smoking is allowed in the Club House. PLEASE PROVIDE ASH TRAYS FOR YOUR GUESTS TO USE OUTSIDE THE CLUB HOUSE.

The renter is responsible for leaving clubhouse and bathrooms in the same condition as rented with all food, drinks, garbage, etc. to be removed by the renter. You will need to provide paper towels and toilet paper. Please turn off the lights to the club house and bathrooms and close and lock all windows. In the summer months, please leave the AC at 80 degrees and winter the heat at 55 degrees.

Renters and their guests should park in designated parking area in front of the pool. DO NOT PARK IN WYNDEMERE CONDOMINIUM PARKING LOT. Parking in the Wyndemere parking lots without a Wyndemere Parking Permit is prohibited and you will be subject to towing at your expense.

Renter's Signature

Date

Address of Renter

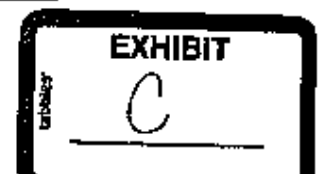
Telephone Number

Board Member Approval

Date

DATE OF FUNCTION \_\_\_\_\_ TIME TO BE USED \_\_\_\_\_

To reserve please call Laurel Fasciano: 843.842.2906 or Jacque Qualis: 843.785.8380



## HOLD HARMLESS AGREEMENT

The undersigned, \_\_\_\_\_ in consideration of permission that is being granted for the use of the aforementioned said premises, located at 50 Yacht Cove Drive, on \_\_\_\_\_, 201 \_\_\_\_ for the purpose of using said premises for \_\_\_\_\_ does hereby agree to indemnify and hold harmless The Yacht Cove Property Owner's Association, and all its officers, principals and agents, from any liability whatsoever for injuries to persons and/or damage to property, as well as lawsuits arising from the use and occupancy by \_\_\_\_\_, or their guests of the Premises and any other areas within the Association (including, without limitation, common areas, sidewalks, and parking lots) on the date or dates indicated or any extension thereof.

By:

\_\_\_\_\_  
Renter's Signature