



BEAUFORT COUNTY SC - ROD
 BK 3826 Pgs 2048-2051
 FILE NUM 2020001302
 01/08/2020 12:17:46 PM
 REC'D BY pbaxley RCPT# 959668
 RECORDING FEES \$25.00

*4/25 PB
 Minor
 30957*

After Recording Return To:
 MINOR, HAIGHT & ARUNDELL, P.C.
 P.O. Drawer 6067
 Hilton Head Island, SC 29938

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
) RESOLUTION AND CERTIFICATE OF
) AUTHENTICITY OF CERTAIN POLICIES
) OF SALT MARSH COTTAGES OWNERS
) ASSOCIATION, INC.

WHEREAS, Salt Marsh Cottages Owners Association, Inc. ("Salt Marsh") is a non-profit corporation in good standing, organized for the purpose of administering the property known as Salt Marsh Cottages Horizontal Property Regime II, as more particularly identified in the Master Deed recorded in the Office of the Register of Deeds for Beaufort County ("ROD") on March 14, 1978, in Deed Book 261 at Page 260, as amended (the "Master Deed"); and

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. §27-30-110 et seq. ("SCHAA") mandates that Salt Marsh's rules, regulations, and any amendments thereto must be recorded with the ROD;

It is therefore resolved and certified:

1. That pursuant to the authority granted to it in the Master Deed and the Bylaws of Salt Marsh attached thereto, the Board of Directors of Salt Marsh (the "Board") duly adopted a Landscape Policy on November 6, 2019 and also adopted a Policy regarding Responsibility for Damage to Cottage Interior caused by water damage on October 22, 2019, true and correct copies of which are attached hereto as Exhibits "A" and "B".
2. That these Policies 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.
3. That the undersigned is a duly appointed Officer of Salt Marsh and as such, has the requisite knowledge and authority to execute this instrument on behalf of the Board and to record these Policies in accordance with the SCHAA.

So certified this 6 day of January, 2020.

Kelly R. Cleard
 Witness
Morgan Anne Thomas
 Witness/Notary

SALT MARSH COTTAGES OWNERS ASSOCIATION, INC.

By: *Stark Schauf*
 Its: PRESIDENT

I, Morgan Anne Thomas, do hereby certify that MARIE D. SCHAEFFER,
PRESIDENT of Salt Marsh Cottages Owners Association, Inc., appeared before me this 6
day of January, 2020, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6 day of January, 2020.

Morgan Anne Thomas
Notary Public for Beaufort County, South Carolina

My Commission Expires:

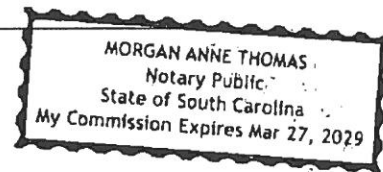


EXHIBIT "A"

POLICY OF SALT MARSH COTTAGES OWNERS ASSOCIATION INC. BOARD OF DIRECTORS REGARDING ADDITIONS, DELETIONS OR OTHER MODIFICATIONS OF LANDSCAPE PLANTS OR SHRUBBERY IN THE IMMEDIATE VICINITY OF AN OWNER'S COTTAGE

Adopted: November 6, 2019

WHEREAS, Article II, Section 3 of the Master Deed sets forth that the general common elements shall include without limitation the following:

"(a) The land upon which the buildings are situated; the paved parking areas; the walkways; the building area under roof associated with more than one Cottage; and the remaining common areas surrounding the Cottages...";

WHEREAS, Article V, Section 3 of the Master deed further provides that "No Cottage Owner shall undertake to modify any portion of the Common Elements"; and

WHEREAS, the Board wishes to allow Cottage Owners to petition for the right to modify the landscaping in the immediate vicinity of their respective Cottage under certain circumstances and conditions.

NOW, THEREFORE, it shall be the policy of the Board that before a Cottage Owner may change landscaping surrounding his cottage, the Owner must obtain written approval from the Board of Directors.

The Cottage Owner must submit a written application (on a Board approved form) along with a detailed landscaping plan to the Regime Property Manager. The Property Manager will forward the application, along with the detailed drawing to the Regime's Board of Directors for review and approval.

If plans are approved by the Board of Directors, all expenses related to the changes/modifications will be borne by the Cottage Owner. The Cottage Owner also will be solely responsible for maintaining the updated landscaping.

The Board may consider any factors it deems relevant, including the following:

1. Will the plans require additional maintenance or expense by the Regime and/or the owner?
2. Will the proposed landscaping present a professional appearance fostered by the environment?
3. Is the proposed plan in keeping with the overall landscape scheme of the Cottages?
4. Will the proposed landscaping interfere in any way with adjacent Cottages?

The Board of Directors reserves, in its absolute discretion, the right to require removal of any such approved landscaping or other adornments placed or installed in the Common Area by a Cottage Owner.

EXHIBIT "B"

POLICY OF SALT MARSH COTTAGES OWNERS ASSOCIATION INC. BOARD OF DIRECTORS REGARDING REPAIR OF DAMAGE TO INTERIOR OF COTTAGE INCLUDING BUT NOT LIMITED TO CEILINGS, WALLS, AND WINDOWS CAUSED BY WATER EMINATING FROM OUTSIDE THE COTTAGE

Adopted: October 22, 2019

WHEREAS, the Master Deed, Article II, Sections 2.1, 2.2 and 2.3 set forth the boundaries of each Cottage;

WHEREAS, the Master Deed, Article II Section 2.4 further clarifies the obligations of each Cottage Owner for maintenance and repair of damage within the Cottage including, among other things, that each Cottage Owner shall be responsible for the "maintenance and repair" of the walls, floors, ceilings and windows of their respective Cottage; and

WHEREAS, the Master Deed, Article V Section 3 also requires each Cottage Owner to be responsible for, at his own expense, "maintaining, repairing and decorating" all walls, ceilings, floors and other elements of his cottage as defined in the Master Deed, Article II, Section 2.

NOW, THEREFORE, it shall be the Policy of the Board, in interpreting the aforementioned Sections, that the Cottage Owners shall be responsible for repairing, at their own expense, any water damage to any part of the Cottage Interior from any source whatsoever including but not limited to water from the roof, dormers, windows, periscope windows or skylights.

Anytime a Cottage Owner observes water damage inside his Cottage on his ceilings, walls, floors, windows or anywhere else inside the Cottage he shall immediately report the damage to the Regime Property Manager on a Board approved Damage Report Form.

Pursuant to the Master Deed, Article II Section 3 (Common Elements), if the water damage is found to be caused by deficiencies in the improvements enumerated in Article II Section 3.1 (b) the Regime will repair said deficiency as soon as reasonably practicable to prevent further damage to the Cottage Interior.

If the water damage is found to be caused by deficiencies in the windows, skylights or periscope windows the Cottage Owner will be notified of the findings and required to repair or replace the damaged window or skylight as soon as practicable.

Upon learning of any water damage to any Cottage the Regime Property Manager will timely contact the Regime Insurance Agent regarding possible coverage and shall file any necessary claim on behalf of the Regime.

Every Cottage Owner who suffers water damage from any source is encouraged to report this event to their HO 6 Property damage insurance carrier for possible coverage.