



**WILD DUNES YACHT HARBOR
COUNCIL OF CO-OWNERS, INC.**

BOARD RESOLUTION

**Affirmation and Adoption of
Rules and Regulations**

WHEREAS, the Board of Directors ("Board") of Wild Dunes Yacht Harbor Council of Co-Owners, Inc. ("Association") is responsible for, operation and care of Wild Dunes Yacht Harbor Horizontal Property Regime and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Master Deed for the Wild Dunes Yacht Harbor Horizontal Property Regime ("Declaration") and the By-Laws of Wild Dunes Yacht Harbor Council of Co-Owners, Inc. ("Bylaws") recorded August 14, 2000, in Book A353 at Page 214; Amendment to Master Deed recorded August 14, 2001 in Book S379 at Page 261; Amendments to Bylaws of Wild Dunes Yacht Harbor Council of Co-Owners, Inc. recorded July 14, 2010 in Book 0133 at Page 018; Second Amendment to Master Deed and Amendment to Bylaws recorded July 14, 2010 in Book 0133 at Page 018; Rules and Regulation recorded January 9, 2019 in Book 0771 at Page 507, in the Charleston County Register of Deeds (collectively hereinafter, the Declaration and Bylaws may be referred to as "Governing Documents").

WHEREAS, Article II, Section 2.9, of the Bylaws states, "a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors."

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, the Board has determined to adopt and affirm the attached Rules and Regulations, and to record them.

WHEREAS, a duly held and authorized meeting of the Board was held November 30, 2020, and the within Resolution and attached Rules and Regulations was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby affirms and adopts the attached Rules and Regulations as follows:

Wild Dunes Yacht Harbor HOA
Rules & Regulations

1. **Private Facilities:** Facilities are for owners and their guests only. Unauthorized boats/vehicles will be monitored and towed at the owner's expense. Slip owners are responsible for damage caused by their guests. Boats shall not be boarded without the owner's consent unless in an emergency by approved personnel.
2. **Electrical Services:** Under no circumstances shall anyone other than a licensed electrical contractor, hired by the management agency representing the Board of Directors, be allowed to open the electrical cover plate on any dock to attempt a repair. All inquiries shall be made to the management company.
3. **Alterations/Additions:** Alterations/additions to the docks are prohibited unless specifically approved in writing by the WDYH Board of Directors.
4. **Supervision:** Owners and their guests shall keep their children on the docks under supervision at all times to provide for their safety and prevent disturbing others.
5. **Unruly Behavior:** Running, skating or cycling is *not permitted* on the docks.
6. **Pets:** Pets must be leashed at all times, owners are responsible for cleaning up after their pets. Pets shall not be tied up on common property.
7. **Grills & Flammable Material:** Grills and open flame devices *are prohibited* on the wooden piers (charcoal, gas and wood). No flammable items are to be stored on docks, in dock boxes or on FBSD's (floating boat storage devices).
8. **Storage @ Pier Heads:** Storage at the pier head within the enclosed area is *not permitted* and will be removed permanently. The HOA will not take responsibility for items left in the enclosures.
9. **Personal Property:** WDYH is not responsible for lost or stolen items on the docks or in the parking lot. Owners/Tenants are responsible to secure their own items.
10. **Bicycles:** *Bicycles must be stored at the bike racks provided in the parking lot.* When being used on a daily basis, they may be parked at the exterior of the dock heads where golf carts are permitted to park. When leaving WDYH, bikes should be returned to the parking lot rack and not stored at the dock heads. Bicycles must have a WDYH decal provided by the management company.
11. **Dock Carts:** All personal carry-carts shall be stored at the fence line in the parking area or temporarily at the dock heads. These personal items must be tagged with a WDYH decal provided by the management company. A limited number of dock carts are provided by the HOA. Immediately after use, please return them to the fence along the parking lot for fellow slip owner's use. Carts are not to be removed from HOA property for any reason!
12. **Blocking Access:** No items shall be placed on dock fingers that would restrict free passage and *in no case shall items be placed on main walkways!* To avoid tripping hazards, steps and electrical cords must be kept clear from the walkway and water hoses must be stored either in your dock box or on a hose reel on the back of your dock box. *Steps, cords and hoses will be removed if not kept free of the walkways!*
13. **Trailers:** No Boat/Boat Trailers/Golf Cart Trailers are permitted in the WDYH parking lot without permission from management! They are permitted *TEMPORARILY or for a SIX MONTH LEASE in designated areas only* at the west end of the parking lot. All Boat/Boat Trailers/Golf Cart Trailers must have a WDYH sticker assigned to them in order to park in the lot, and must be clearly in view for management to identify.



Without a sticker assigned to them, they will be booted immediately in the lot for a fee of \$100, plus \$50 per day for the infraction until arranged for removal with management. The fee(s) will be applied to the owners account. Beginning January 1, 2019, ten (10) boat trailer spaces will be available for "two week temporary parking" on a first come first serve basis, and the remaining six (6) boat trailer parking spaces will be available for six month leases to slip owners only (no subleasing permitted) at a charge of \$200 per month. The initial leased spaces will be provided via a lottery system beginning January 2, 2019 to those interested in an annual lease and waiting lists will be available thereafter. All boat trailer parking spaces will be marked and numbered accordingly. No work trailers are permitted in the lot without Board approval and will be booted immediately. ***No Exceptions!***

14. **Parking:** No overnight parking of motor homes. No overnight parking of commercial vehicles. All other vehicles are to be parked temporarily in the WDYH parking lot and the lot is not to be used as a storage facility. All vehicles must have legal, current tag information. There are two reserved vehicle parking spaces for the sales trailer. No parking of golf carts on the grounds of the sales trailer. There is designated parking for golf carts. ***Booting will be enforced!***
15. **Golf Carts:** Golf carts (regular sized) shall be temporarily parked perpendicular to the seawall at the dock entry enclosures to minimize space taken. Please be considerate! No carts are to be parked on common open spaces in the parking lot. There are designated cart spaces at the west end of the parking lot with ground hooks to secure chains to for your convenience. Carts are to have a WDYH Decal issued by management. Electricity hookup for carts is permitted at dock enclosure head for a \$75 annual fee. Please contact management for details.
16. **Trash:** Trash must be bagged, tied and placed in the containers at the pier head. **Trash shall be only that which is considered normal boat refuse. This excludes any household or vacation rental trash! Please do not stuff smaller trash bags inside of the larger trash bags, and place inside of containers. It makes it too heavy for the janitorial service contractor to manage.** Recycle items such as batteries, paint cans, oil, etc. must be disposed of by the owner and are not the responsibility of the Association. Recycle bins are provided for glass & cans.
17. **Clean-up:** After fishing, crabbing or netting, the dock shall be hosed down to remove debris. Fish carcasses and entrails ***are NOT to be thrown in the water, but placed in plastic bags***, secured to prevent leakage and placed in the trash receptacles at the pier head.
18. **Overhang Limits:** No vessel (including bowsprits, etc.) may overhang the limits of the boundaries of the dock unit as shown on the plot plan (see attached dock plats, full plat on www.charlestonpms.com), and in no case will overhang the dock main walkways as specified in section 14.1 of the CCR's.
19. **Watercraft Limits:** No more than two watercraft or floating boat storage devices (FBSD's) permitted in a slip, and can only be secured parallel to the dock.
20. **Maintenance:** Boat maintenance and repairs shall not be of such a nature to be a nuisance to other slip owners.
21. **Advertising:** Posting advertising circulars or notes are prohibited at the pier heads. Please use the community bulletin boards at the entry of each dock.
22. **Insurance:** Current updated boat "proof of insurance", rental agreements, emergency contact information, proof of OCRM permits for floating docks and lifts ***must be provided to management.*** The addition of floating docks/lifts must be approved by the WDYH & MCHA Board of Directors prior to installation.
23. **Policies and Procedures Regarding Co-Owners Who Fail to Pay Utility Bills:** In the event that a Co-Owner fails to pay any invoice for utilities serving the co-Owner's Unit

that is sent after the effective date of this item 21 of the Rules and Regulations (whether billed separately or included within regime fees or assessments, and regardless of whether the invoice includes amounts owed for periods prior to or after the effective date of this amendment to the Rules and Regulations) more than 90 days after the due date, in addition to any other remedies available to the Council of Co-Owners, the Board may, at its option, give or cause to be given to such delinquent Co-Owner 30-days prior written notice of its intention to terminate utility service to the Co-Owner's Unit (a "Termination Notice"), during which 30-day period the Co-Owner shall have the right to cure the delinquency. Upon receipt of a Termination Notice, the Co-Owner shall have a right to appeal to the Board the termination by giving written notice of the appeal to the President of the Council of Co-Owners and the management company then employed by the Council of Co-Owners within 15 days of the date of the Termination Notice, in order to give the Co-Owner the opportunity to present any extenuating circumstances that might justify the Board, in its sole discretion, in rescinding the notice of termination and/or deferring the date of termination of services. As provided in the Bylaws, the Council of Co-Owners is entitled to recover charges for each violation of the Rules and Regulations, together with all costs of collection (including without limitation reasonable attorneys' fees), all of which amounts are to be paid by a Co-Owner in order to cure a delinquency with respect to utility bills owed. A Termination Notice shall be deemed given when delivered personally to a Co-Owner, or when delivered by US Mail via certified delivery, return receipt requested, or by recognized express delivery service, at the last address of the Co-Owner on the records of the Council of Co-Owners, it being the obligation of a Co-Owner to give notice to the management company for the Council of Co-Owners of any change of address. Inability to deliver a Termination Notice due to failure or refusal to accept delivery, or due to inability to deliver due to failure to give notice of a change of address, shall constitute effective delivery of the notice. In addition, the Board shall make reasonable efforts, as determined appropriate in the sole discretion of the Board, to notify any tenant occupying a Co-Owner's Unit of the intent to terminate utility service and the date upon or after which the service will be terminated in the absence of the delinquency being timely cured.

At its option, the Board may also post a notice of the intent to terminate the service on the dockbox or other Limited Common Elements associated with the Unit. Time is of the essence in the curing of any delinquency provided herein.

24. **Swimming:** Swimming is not permitted in Morgan Creek! No swimming from the bulkhead, docks, boats, jet docks or ramps is permitted. Signage is posted at each dock head to specify the no swimming rule.

We appreciate your attention to these details to help make our marina a secure and safe place for us all to enjoy.

WDYH Board of Directors

Property Management Services: Laurie Schueler, Association Manager
Office: (843) 881-5459, Facsimile: (843) 881-5616, E-mail: laurie@charlestonpms.com

WDYH Rules & Regulations (Revised 11/30/20 & Approved 11/30/20)

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Filed By:

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