

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: _____

Sweetgrass Address: _____ (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (#_) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

1. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
2. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

3. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
4. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
5. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

6. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

7. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

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Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Mathew Leaird

Sweetgrass Address: 1962 Oak Tree La (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: mleaird@comcast.net

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#2**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

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Appendix A

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8. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
9. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

10. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
11. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
12. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

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13. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

14. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

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Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Steve Redmond

Sweetgrass Address: 1308 Old Mill Lane (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

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By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

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16. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

17. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
18. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
19. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

20. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

21. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: James Patrick

Sweetgrass Address: 1830 Falling Creek Circle (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (#**5**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

22. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
23. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

24. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
25. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
26. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

27. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

28. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Scott Greenman

Sweetgrass Address: 1269 Horseshoe Bend (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (#**6**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

29. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
30. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

31. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
32. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
33. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

34. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

35. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Andy & Debbie Broughton

Sweetgrass Address: 1956 Oak Tree (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: abroughton@bellsouth.net

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (#7) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If

Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

36. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
37. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

38. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
39. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
40. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

41. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

42. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Stan Sutton

Sweetgrass Address: 1886 Falling Creek Cir (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: suttonshome@comcast.net

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#8**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

43. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
44. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

45. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
46. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
47. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

48. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

49. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Michael Gates

Sweetgrass Address: 1862 Horseshoe (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: mpwgates@aol.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (#**9**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

50. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
51. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

52. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
53. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
54. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

55. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

56. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Bryan Baltimore

Sweetgrass Address: 1305 Country Lane (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: bbaltimore@mpwonline.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#10**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

57. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
58. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

59. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
60. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
61. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

62. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

63. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Joanie Hustead

Sweetgrass Address: 1955 Falling Creek Cir (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: joaniehustead@aol.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#11**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

64. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
65. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

66. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
67. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
68. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

69. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

70. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Joanie Hustead

Sweetgrass Address: 1857 Falling Creek Cir (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: joaniehustead@aol.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#12**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

71. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
72. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

73. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
74. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
75. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

76. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

77. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Ron Budde

Sweetgrass Address: 1976 Gray Battery Court (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#13**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

78. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
79. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

80. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
81. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
82. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

83. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

84. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Donnie Caston

Sweetgrass Address: 1342 Horseshoe Bnd (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#14**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

85. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
86. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

87. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
88. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
89. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

90. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

91. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Benjamin Rager

Sweetgrass Address: 1316 Horseshoe Bnd (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: bsrager@bellsouth.net

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#15**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

92. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
93. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

94. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
95. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
96. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

97. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

98. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Michael Gates

Sweetgrass Address: 1862 Horseshoe Bnd (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: mpwgates@aol.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#16**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

99. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
100. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

101. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
102. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
103. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

104. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

105. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Justin Cline

Sweetgrass Address: 1292 Horseshoe Bend (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#17**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

106. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
107. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

108. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
109. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
110. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

111. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

112. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Bob Ashcraft

Sweetgrass Address: 1347 Horseshoe Bnd (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#18**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

113. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
114. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

115. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
116. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
117. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

118. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

119. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Norman Deubig

Sweetgrass Address: 1964 Gray Battery Ct (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: norman.deubig@mwv.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#19**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

120. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
121. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

122. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
123. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
124. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

125. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

126. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Jason Webber

Sweetgrass Address: 1917 Oak Tree Lane (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: _____

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#20**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

127. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
128. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

129. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
130. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
131. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

132. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

133. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Bob Ashcraft

Sweetgrass Address: 1347 Horseshoe Bnd (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: bweedeater1@comcast.net

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#22**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

134. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
135. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

136. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
137. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
138. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

139. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

140. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: George Kentros

Sweetgrass Address: 1936 Falling Creek Cir (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: george.kentros@mwv.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#23**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

141. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
142. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

143. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
144. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
145. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

146. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

147. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: Troy Draughn

Sweetgrass Address: 1870 Falling Creek Cir (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: troy.draughn@us.af.mil

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (**#24**) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

148. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
149. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

150. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
151. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
152. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

153. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

154. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.

**SWEETGRASS HOMEOWNERS' ASSOCIATION
BOAT STORAGE YARD LEASE FOR BOAT OR TRAILER**
(Including Appendix A with up to changes made in 2012)

ALL CHECKS / PAYMENTS SHALL BE MADE OUT TO: SWEETGRASS HOA AND MAILED TO: SWEETGRASS HOA, PO BOX 2218, and MT. PLEASANT, S. C. 29465

CURRENT COPIES OF THE 1) BOAT REGISTRATION OR PROOF OF TRAILER OWNERSHIP MUST BE SENT WITH THE 2) LEASE or RENEWAL AGREEMENT AND 3) COMPLETED AND SIGNED THE CONTRACT, 4) Check for \$200.00

Lease Start Date: July 1, 2014 Lease Renewal Date: June 30, 2015

Property Owner: David Evans

Sweetgrass Address: 1814 Falling Creek Circle (I live at this address)

Home Phone: _____ Work / Mobile: _____

E-mail: DBE0213@aol.com

Type of Boat / Trailer: _____

Registration No. / Proof of Ownership: _____ State: _____

This is the LEASE / RENEWAL agreement for space at the Sweetgrass Boat Storage Yard between the Sweetgrass Homeowners' Association ("Association") and the undersigned Property ("Owner") for storage of a non-commercial boat and trailer, camper trailer, or utility trailer in slot # _____, at an annual rate of \$ _____. The new Lease period shall begin on **July 1**, and end on **June 30**, unless otherwise terminated.

SECOND SPACE LEASE: The undersigned homeowner already has a slip in the Yard (#) for a _____ and has requested a second space, _____ if one is available. This lease agreement for a second spot in the Yard was placed before the Board members of Sweetgrass and is subject to change. The Board agreed to provide a second spot for second lease fee, to a Property Owner if spots are available in the Yard. **However, should another homeowner request an initial spot in the Yard and no additional spots are available, the last Property Owner leased a second space will be required to vacate one of their two spots.** If that should occur, the pre-paid fee of \$200.00 for the second spot will be refunded based on a pro-rata monthly share and that Property Owner will have thirty (30) days to vacate the second spot.

Owners shall abide by the Yard rules, this contract and Appendix, as may be changed from time to time by the Board of Directors in accordance with Article IV, Section 2(4) of the current Sweetgrass By-Laws. Owner agrees and acknowledges that such rules may be modified and/or additional rules may be enacted during the term of this Lease and shall nevertheless be binding on the Owner as if such rule was in place as of the time of the commencement of this Lease as long as a copy of the changes are mailed to all leasees. Current Yard rules are annexed hereto as Appendix A.

Any Owner failing to abide by the Yard rules, Appendix A and terms of this Lease shall be in violation of such rules. If a violation occurs, the Owner will be given written notice by U.S. Mail delivered to Owner's address listed above. Unless otherwise set-forth in this Lease, Owner shall have ten (10) days to correct the violation. If Owner does not correct the violation within ten (10) days of the mailing date of such notice, the Lease will be

terminated and the Owner's boat and trailer or utility trailer will be removed from the Yard at the Owner's expense. Owner shall be liable for all costs and fees incurred by the Association in seeking to enforce the terms and conditions of this Lease and/or the Yard rules, including reasonable attorney's fees.

Failure to comply with the Yard rules may result in the immediate termination of this Lease. Failure to pay ANY Association fees / fines within 30 days of notice is cause for the immediate termination of this Lease. Notice of termination shall be mailed by the Association, via the Property Management Company representing the Association, to the Owner at the address indicated on this Lease. Owner agrees that notice mailed to such address constitutes due and sufficient notice of breach and termination of the Lease is effective upon mailing of the notice.

The Lease automatically terminates upon the sale of the Owner's property in Sweetgrass. Upon termination of this Lease for any reason, the slip may be immediately offered by the Association for rent to another eligible and qualified property owner. Sale is defined as the "Closing date".

Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage that may be incurred at the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions or inactions of the Owner.

By the Owner executing a Lease for a slip in the Yard, said Owner is authorizing the Committee to have towed and/or removed from the Yard any watercraft or utility trailer, or combination thereof, at the Owner's expense, for non-payment of regime fee, transfer fee, fines or Lease fee, by the due date of all said fees, or written notice of a Yard violation not corrected within ten (10) days of said notice. The due date shall be the last day the payment is authorized before late fees are effective. The due date for all fees (except regime fees) is within thirty (30) days of the first mailed notice/invoice of said fees based on the Property Management records.

Owner warrants that he/she has read, understands and shall comply with the Yard rules contained in Appendix A and the document titled Storage Yard lease as of the date of execution of the most recent lease.

Property Owner -Signature

Chairman, Boat Storage Committee

(the postmark on the envelope plus two days shall be the determining date for whether a payment is received on time or late, the HOA Property management office shall maintain the envelope as a part of the record)

Contact A-Plus Property Management 856-6556, concerning any contract questions.

FOR OFFICE USE ONLY:

Date Received: _____ Received By: _____ Amount Received: _____

Appendix A

Administrative Rules and Regulations for the Sweetgrass Boat Storage Yard

155. Boat Storage Committee: The responsibility of the Boat Storage Committee (“Committee”) is to oversee the Sweetgrass Boat Storage Yard (“Yard”) and to assist in its operation and upkeep. The Committee will make recommendations to, and for approval by, the Board of Directors (“Board”) for the rules and regulations pertaining to changes, improvements, needed maintenance and repairs made to the Yard. The Board, in accordance with the current Sweetgrass By-Laws, Article IV, Section 2(4), will issue the necessary administrative rules/regulations for the Yard. Such regulations shall be effective immediately upon mailing of same to the address of the property owner (“Owner”) that has signed a lease(s) for space(s) in the Yard.
156. Eligibility: A Sweetgrass Property Owner who lives within Sweetgrass is eligible to lease or renew a lease for space in the Yard provided all homeowners’ association fees, (regime fee, and/or fines) are paid in full at the time of the execution of the Lease or any subsequent renewal thereof. The current Lease holder will have preference for renewals. Vacancies are filled on a first-come basis. A waiting list will be maintained by the Storage Yard Committee.

Except as otherwise provided for in paragraph 5 below, the use of the Yard is only for storage of non-commercial utility trailers, boats, jet skis, wave-runners, camping trailers and other similar recreational watercraft and/or their trailers (hereinafter “watercraft” or “trailers”). **The watercraft or utility trailer must be titled in the Property Owner’s name and the property owner must live in Sweetgrass.** The Yard is an Association amenity available only to Sweetgrass Property Owners. The Owner may not sublease or assign this slip to a third party or renter. The slip rented herein is solely for storage of Owner’s watercraft and/or utility trailer. Simultaneously, with the execution of this lease or any renewal thereof, Owner shall provide a copy of the current registration, or copy of bill of sale for the watercraft or utility trailer, demonstrating their ownership of same. To facilitate the ease of Lease holders entering and exiting the Yard, the dimensions of the watercraft and/or utility trailer may not exceed 8’6” in width or 25’ in length (defined as from the trailer hitch to the furthest point on watercraft or trailer).

157. Lease Fee and Late Renewal Fee: The Lease is currently \$ 200.00 per year and is due and payable before a new lease is authorized and a gate key issued. If this is a renewal lease, a check for the entire annual fee along with copies of the current registration and documentation of ownership by the Property Owner shall be received prior to beginning date of the lease, July 1st of the current year. Any regime fees and/or fines due Sweetgrass shall also be paid before a renewal lease shall be made. The due date and annual fee may be changed annually by the Board of Directors.
158. Keys: A \$25.00 deposit per key is required. Should a key be LOST, the Owner loosing the key shall be responsible for the **cost of re-keying 2 locks and re-cutting 28 replacement keys to the other Owners.** If a key is broken, a \$15.00 replacement is required and the broken key shall be returned to the Storage Committee Chair, Property Management Company or to one of the Board of Directors. All keys will be returned upon Lease termination. The key deposit will be refunded to the Owner after return of the key.
159. Boat Yard Use: The Yard is for watercraft, camping trailers and/or non-commercial utility trailer storage only, except for those Owners who were leasing space for a commercial vehicle in the Yard as of March 1, 2006, and renewed thereafter in accordance with the applicable terms of the Lease. When these two leases are cancelled either by the current leasees or Sweetgrass for non-payment or rule violations, then no commercial vehicles will be approved. Yard rule changes may be enacted from

time to time and will be effective for everyone at the time they are issued and mailed to the address on the Lease. Maintenance and/or repairs of the watercraft and/or utility trailer are prohibited within the Yard, except for those procedures needed in preparation to remove or secure the watercraft or utility trailer. Storage of items about the watercraft on the ground is prohibited. Owner is authorized to park and store their watercraft or utility trailer in the assigned slip only. The Owner is responsible to keep their leased space clean and shall remove empty containers, torn covers, pvc, wood, etc. and place them in the provided trash container. The parking or storage of the watercraft or utility trailer in a location other than the assigned slip is grounds for termination of the Lease.

160. Insurance: Owner's watercraft, camping trailer or utility trailer, including any personal property stored within, is stored at the Owner's risk. Insurance for the watercraft, camping trailer or utility trailer and any other personal property is the sole responsibility of the Owner. The Association will not be responsible for any damage to or injury of any kind to the Owner, and/or relatives or guests of the Owner, or of Owner's watercraft, camping trailer, utility trailer or personal property. By signing the Lease agreement, the Owner agrees to pay for any damage caused by the Owner or relatives and/or guests of the Owner to the Yard or any other watercraft, utility trailer or property of any other Owner's property stored in the Yard. A copy of **Proof of current ownership and/or registration is required for storage in the Yard annually and must be provided BEFORE initial lease and BEFORE each renewal lease is approved.**

In the event that Owner is involved with and/or is witness to an accident resulting in property damage and/or personal injury while in the Yard, Owner shall notify the Mount Pleasant Police and the Association immediately (856-6556; if no answer, leave a message). Owner agrees to hold the Association and its agents, members, officers and/or employees harmless for any liability resulting from personal injuries and/or property damage incurred at or in the Yard. Owner further indemnifies the Association and agrees to bear all costs incurred by the Association (including attorney's fees) that result from any individual asserting a claim against the Association for personal injuries and/or property damage suffered as a result of the actions and/or in-actions of an Owner.

161. Condition of Watercraft, Camping Trailer or Utility Trailer and Slip Area: The watercraft or utility trailer will be kept in good condition. Torn watercraft covers will be removed or replaced by the owner. They will be kept clean and free of debris. The Owner may, on occasion, be required to temporarily remove or re-position their watercraft or utility trailer to facilitate Yard maintenance, repair or construction. Owner shall bear all costs associated with the temporary removal and/or storing of their watercraft or utility trailer and will not receive a refund in rent for any time that the Yard is under maintenance, repair or construction, unless that repair exceeds 30 days or more. If Removal is required for less than 48 hours the trailer may be stored at owner's residence. **No Watercraft, camping trailers or utility trailers MAY be stored at the Owner's residence in excess of 48 hours unless in a closed garage.**

8. Trash: Trash shall be bagged, sealed and placed in the containers provided within the Yard. The storage or disposal of hazardous materials (batteries, oil, paints, fuels, etc.) is prohibited in the Yard.

9. Parking: Owners must park their watercraft, camping trailer or utility trailer only in the assigned slip, (within painted lines).

10. No items, parts of the trailer, boat, or components of anything may be left on the ground or against the fence. Either put it in the boat or take it home. The only loose item may be the block or sawhorse the trailer tongue sits on.