

April 17, 2019

Amendment to the
DEWEES ISLAND ARCHITECTURAL & ENVIRONMENTAL DESIGN GUIDELINES:

Rentals of Dwelling Units on Dewees Island is clearly contemplated by the numerous references in the Covenants and Bylaws to "tenants." However, the term "tenants" is undefined in the Covenants and Bylaws and therefore, in order to maintain a consistent policy with regard to rentals on Dewees Island, to preserve and protect the Dewees Island environment and assure the protection of Common Properties, the Board of Directors deems it necessary to adopt within the Dewees Island Architectural & Environmental Design Guidelines a new section entitled "Island Rentals."

ISLAND RENTALS.

1. Owners renting their Residential Dwelling(s) ("Rental Owners") must accept full responsibility for their Tenants. For purposes of this Revision "Tenant" means any person staying in a Residential Owner's house for any period of time pursuant to a written or oral lease. By renting a Residential Dwelling on Dewees Island, Rental Owners are responsible for all damages caused by their Tenants to the Island assets or property.

2. In order to lease a Residential Dwelling, a Rental Owner must:
 - a. Be current on all payment obligations and compliant with all applicable Dewees Island Property Owners Association ("POA") and Dewees Utility Corporation ("DUC") rules and regulations at the time the lease is signed or entered into and at all times during the term of the lease.
 - b. Be in compliance with POA/DUC regulations prior to renting regarding certification of a working fire protection system, an alarm monitoring system, and a fully functional backflow preventer.

3. Prior to any rental, a Rental Owner must:
 - a. Provide the POA/DUC with a signed Indemnification and Hold Harmless Agreement approved by the POA/DUC in which the Rental Owner agrees, and acknowledges, that the Rental Owner will indemnify and hold harmless the Dewees Island POA and DUC for any claims, damages, or expenses asserted by, or awarded to, any Tenant against the POA/DUC.
 - b. Provide the POA/DUC with a current certificate of insurance, including verification of fire insurance, and liability insurance coverage in the minimum amount of \$1,000,000. Rental Owners must name both Dewees Island POA and Dewees Utility Corporation as an "additional insured" on such insurance.

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- c. Provide evidence that there shall be present and available transportation sufficient for the expected number of Tenants.
4. At least 48 hours prior to any Tenant's anticipated arrival, a Rental Owner must:
- a. Pay a Five Hundred Dollar (\$500.00) advance damage deposit to the POA for the benefit of the POA and DUC which can be applied to cover, or help defray the cost of, such damages resulting from a rental. Any unused deposit amount may be "rolled over" and applied to subsequent leases. If funds are used from the advance deposit, the Rental Owner must promptly refresh the amount of the deposit back to the Five Hundred Dollar (\$500.00) level.
 - b. Provide the POA the names of all Tenants and their arrival and departure dates.
 - c. Provide a set of specified Island collateral/educational materials to all Tenants, and written verification to the POA indicating the Tenant has received those documents.