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**EGRET'S WALK
CONDOMINIUM ASSOCIATION, INC.**

BOARD RESOLUTION

**Affirmation and Adoption of
Rules and Regulations**

WHEREAS, Egret's Walk Condominium Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the law or provisions of the Master Deed for Egret's Walk Horizontal Property Regime, as amended, ("Master Deed") and Bylaws of Egret's Walk Condominium Association, Inc., as amended, ("Bylaws") recorded September 29, 2004, in Book B511 at Page 108 in the Charleston County Register of Deeds. The Master Deed was amended by that: First Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded January 14, 2005, in Book N522 at Page 536; Second Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded March 29, 2005, in Book S530 at Page 506; Third Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded April 14, 2005, in Book A533 at Page 640; Fourth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded May 27, 2005, in Book O538 at Page 011; Fifth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded May 27, 2005, in Book O538 at Page 016; Sixth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded September 28, 2005, in Book S555 at Page 051; Seventh Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded October 5, 2005, in Book S556 at Page 488; Eighth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded November 22, 2006, in Book L606 at Page 479; Ninth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded February 25, 2008, in Book Y651 at Page 863 and Tenth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded April 11, 2019, in Book 0789 at Page 100 in the Charleston County Register of Deeds. The Master Deed as amended and/or supplemented by the foregoing hereinafter referred to collectively as "Master Deed". The Articles of Incorporation, Master Deed, Bylaws and all promulgated rules, regulations, guidelines, policies and the like, as each may be amended or supplemented, hereinafter collectively referred to as the "Governing Documents".

WHEREAS, Article III, Section B, Subsection 4 of the Bylaws states "The presence of directors entitled to cast at least one-half (1/2) of the votes of the Board shall constitute a quorum for the transaction of business."

WHEREAS, Article III, Section B, Subsection 6 of the Bylaws provides "Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action."

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

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

WHEREAS, a duly held and authorized meeting of the Board was held February 13, 2025, and the within Resolution and the attached Rules and Regulations were put to a vote of the Board. The required quorum was present and the within Resolution and the attached Rules and Regulations were approved by the requisite members of the Board.

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

1. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Deed and Bylaws, unless the context shall clearly suggest or imply otherwise.
3. Each member of the Board expressly waives any notice requirement, if any, for the meeting.
4. The Board hereby affirms and adopts Egret's Walk Condominium Association, Inc. Rules and Regulations, attached hereto as Exhibit A and incorporated herein by reference.
5. This Resolution was adopted by the Board on February 13, 2025, and the attached Rules and Regulations shall be effective as of said date.
6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the attached Rules and Regulations. Members/Owners are responsible for distributing the same to all occupants and residents.

Each Board Member/Director voting in favor of this resolution has signed his/her name below, and by signing below, s/he acknowledges that this Resolution and the attached shall be effective as of said date.

[Signature Page to Follow]

EGRET'S WALK CONDOMINIUM ASSOCIATION, INC.:

<u>Stephen Zarrelli</u> Board Member/Director	<u>3/4/2025</u> Date	<u>Stephen Zarrelli</u> Board Member/Director	<u>03/04/2025</u> Date
<u>Magnus Carter</u> Board Member/Director	<u>3/8/25</u> Date	<u>MAGNUS CARTER</u> Board Member/Director	<u>3/8/25</u> Date
<u>Kory Steinke</u> Board Member/Director	<u>3/8/25</u> Date	<u>MAGNUS</u> Board Member/Director	<u>3/11/25</u> Date
<u>F. Wayne Walby</u> BOARD MEMBER/DIRECTOR	<u>3/11/25</u> DATE		

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The following are the rules and regulations about the control and use of the Units, Common Elements, and Limited Common Elements within Egret's Walk Condominium Association, Inc. according to the Declaration; which rules, and regulations have been duly adopted by the Board of Directors of Egret's Walk Condominium Association, Inc. (hereinafter referred to as the "Board of Directors").

Please note that all the following rules and regulations are subject to fines or other enforcement as set forth herein. All words and phrases defined in the Declaration of Protective Covenant and Easements (herein known as "Declaration") shall have the same meaning when used herein. These Rules and Regulations are meant to supplement the Declaration. If there are conflicting provisions, the Declaration controls. This document sets out certain use restrictions which must be complied with by all Owners and Occupants. The Board of Directors may, from time to time, without the consent of the members, promulgate, modify, or delete other use restrictions, rules, and regulations applicable to the Units and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. Such regulations and use restrictions shall be distributed to all Owners and Occupants before the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Total Association Vote.

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the Association's rules and regulations, as well as with the Master Declaration and the bylaws and rules and regulations of the Master Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association or Master Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments, the Master Declaration or the bylaws and rules and regulations of the Master Association, the Association and/or Master Association may take action hereunder against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following restrictions, the Board may adopt rules and regulations in accordance with the terms hereof, of the Bylaws, and of the Master Declaration.

1. **Use of Units.** Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:
 - a. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit.
 - b. the business activity does not involve visitation of the Unit by employees,

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clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Unit without business activity.

- c. the business activity is legal and conforms to all zoning requirements for the Condominium.
- d. The business activity does not unreasonably increase traffic in the Condominium (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- e. the business activity does not increase the insurance- premium paid by the Association or Master Association, or otherwise negatively affect the Association's or Master Association's ability to obtain insurance coverage.
- f. The business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and
- g. the business activity does not result in a materially greater use of General Common Elements or Association and/or Master Association facilities or services.
- h. The terms business and trade, as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full- or part-time; (2) such activity is intended to or does generate a profit; or (3) a License is required therefore. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association or Master Association shall not be considered a trade or business, within the meaning of this subsection. The Board shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

- 2) **Number of Occupants.** The maximum number of individuals occupying a Unit shall be limited to two (2) people per bedroom in the Unit (as such bedrooms are depicted on the original Survey and Floor Plans). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, with consecutive or nonconsecutive, in any calendar year. Upon written application, the Board may grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner is a corporation, partnership, limited liability company, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the individual(s) who will occupy the Unit. The designated individual(s) to occupy the Unit may not be changed more frequently than once per (1) year.

3. **Alteration of Units.** Subject to the other provisions of this Master Deed, relocation of the boundaries between adjoining Units, and subdivision of

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Units are subject to the following restrictions:

- a. **Relocation of Boundaries.** Boundaries between adjoining Units may be relocated only in accordance with the provisions of this Master Deed and, for so long as Developer owns at least one (1) Unit, only with the prior written consent of the Developer. The Developer shall have the right to relocate boundaries between Units owned by the Developer or its affiliates without the approval of the Association, the Board, the ACC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Master Deed executed on behalf of itself and the Association, if and as necessary.
 - b. **Subdivision of Units.** No Unit shall be subdivided into a smaller Unit or Units. Notwithstanding anything to the contrary contained herein, the Developer shall have the right to subdivide a Unit or Units owned by the Developer or its affiliates without the approval of the Association, the Board, the ACC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Master Deed executed on behalf of itself and the Association, if and as necessary.
4. **Detached and Converted Structures.** No detached structure shall be placed, erected, allowed or maintained upon the Common Property unless installed by the Developer, without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling Unit. In no event shall any trailers, campers, vehicles, shacks, tents, any garages (attached and detached), barns or other structures be used as a residence or living space in any manner whatsoever, either temporarily or permanently, within the Regime. Specifically, no garage, including, but not limited to, attached and detached garages, shall be utilized in any manner whatsoever as an additional living space or residence.
5. **Use of General Common Elements.** There shall be no obstruction of the General Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the General Common Elements, without prior written Board consent, except as specifically provided herein. There shall be no use of the roofs of the Condominium buildings by the Owners, or by their family members, guests, tenants, invitees, agents and contractors, or by anyone else. The Association and its agents and contractors shall have access to the roofs for performing the Association's maintenance and repair responsibility, and otherwise as determined by the Board. There shall be no gardening or landscaping on the General Common Elements without prior written Board consent. This subsection shall not apply to the Developer or its affiliates so long as the Developer or its affiliates shall own at least one (1) Unit.

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6. **Use of Limited Common Elements.** Use of the Limited Common Elements is restricted exclusively to the Owner(s) of the Unit(s) to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants, and invitees. The Limited Common Elements are reserved for exclusive use but shall not be construed or interpreted to be separate and apart from the General Common Elements in general, and the restrictions applicable to the General Common Elements shall also apply to the Limited Common Elements.

There is an elevated wood deck on some of the units. The following shall be subject to architectural control provision of Section 13 of the Master Deed: placement of any object or thing on or about any such deck; and any other activity or matter involving any such deck. Placement, storage and use of any open-flame cooking appliance such as gas grills, smokers, outdoor fireplaces, or lanterns with an open flame are prohibited.

7. **Prohibition of Damage, Nuisance and Noise.** Without prior written consent of the affected party, nothing shall be done or kept on the Condominium which would increase the rate of insurance for the Association, the Master Association, or any Unit, which would be in violation of any statute, rule, ordinance, regulation, permit or other governmental requirements, or which would increase the Common Expenses or expenses of the Master Association.

It is the nature of multi-family properties (of which the Condominium is a part) that dwelling Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and that noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is recognized that sound insulation from an adjacent occupancy in a manner comparable to a detached single-family residence is impossible to attain, and Owners and Occupants hereby acknowledge and accept that limitation. Owners and Occupants acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation. Modification of design of the structures, or related components thereof, by Owners and Occupants could alter sound insulation. Accordingly, all such modifications are regulated by this Master Deed, and the Owners and Occupants should review the Master Deed for further information with respect to sound attenuation.

Noxious, destructive or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health of, or unreasonably annoy, disturb or cause embarrassment or discomfort to, other Owners or Occupants, or which constitutes, in the sole opinion of the Board, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of the Unit or the General Common Elements in any manner which

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creates disturbing noises, including, without limitation, window air conditioning units, window fans, and use of stereo speakers or equipment that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Owners or Occupants. Accordingly, no Owner or Occupant shall install any equipment mentioned herein, including, but not limited to, speakers, air conditioning units, etc., of any kind in the common party wall of a Unit. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with such Owner's property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Board, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the General Common Elements, or any part thereof, shall be permitted by any Owner or member of such Owner's family or any invitee of any Owner. Each Owner shall indemnify and hold harmless the Association, the other Owners, the Developer and its affiliates, the Master Association, and the directors, officers, employees and agents of each of the foregoing, from and against any and all loss to any such Person resulting from any such damage or waste caused by such Owner, members of such Owner's family, such Owners or family members' guests and invitees, or Occupants of such Owner's Unit.

8. **Firearms and Fireworks.** The display or discharge of firearms or fireworks within the Condominium is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
9. **Animals.** No Owner or Occupant may keep animals, other than a reasonable number of generally recognized household pets, on any portion of the Condominium, all as determined in the discretion of the Board. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. No structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the General Common Elements, including Limited Common Elements, without prior written ACC approval (and in accordance with Section 13). Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within an enclosed balcony or deck when attended by a person. Any animal feces left upon the General Common Elements must be removed immediately by the owner of the animal or the person responsible for the animal.

No potbellied pigs, venomous snakes, pit bulldogs, rottweilers, Doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any animal which, in the Board's opinion, endangers the health of any Owner or Occupant,

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or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days' written notice. If the Owner or Occupant fails to do so, the Board may remove the animal. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any Person may be removed by the Board without prior notice to the animal's owner.

Any Owner or Occupant who keeps or maintains any animal upon the Condominium shall be deemed to have agreed to indemnify and hold harmless the Association, the Developer and its affiliates, the Master Association, and the directors, officers, employees and agents of each of the foregoing, from and against any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Condominium.

10. **Vehicles/Parking:** The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts trucks, campers, buses, vans, automobiles, and limousines. Vehicles shall not be parked on the Common Property including streets and shoulders in the Egrets Walk Condominium Community (except passenger non-commercial automobiles parked in designated parking areas while the users thereof are using the Common Property) or on any other portion of the Community other than the driveway and the garage. Unless and except to the extent that the Occupants of a Units shall have more vehicles than the number of garage parking spaces serving their Units, all vehicles shall be parked within such garage parking spaces. Garages are intended for parking two vehicles. Vehicles may be parked in their driveway, only if the garage parking spaces serving such Units have vehicles parked in them. All parking shall be subject to such further rules and regulations as the Board may adopt. A fine of \$35 per day will be issued to any unit owner who owns two vehicles and does not park both vehicles within the garage overnight.

Current owners and any new owners, as well as any tenant, are responsible for ensuring any vehicle housed at a residence is of a size that will fit into their garage space, allowing for two vehicles to park as per the as per the above requirements. No owner at any time shall house a vehicle in the community that does not fit into their garage space, nor modify a previously conforming vehicle in such a manner as to make that vehicle unable to fit into the garage space, to include but not limited to a size too long, too tall or too wide.

Boats, trailers, panel bucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as non-commercial passenger vehicles and receiving a "car" or "passenger vehicle" classification by the South Carolina Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium except in areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the General

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Common Elements during normal business hours for the purpose of serving any Unit or the General Common Elements, but no such vehicle shall remain on the General Common Elements overnight or for any purpose, except serving a Unit or the General Common Elements, without prior written Board consent.

Disabled vehicles, stored vehicles, golf carts, boats, trailers, campers, buses, vans, trucks (except pick-up trucks and sport utility vehicles), recreational vehicles (for example, without limitation, RV, or motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writing on their exteriors are prohibited from being parked in the Community, except in garages. Notwithstanding the above, trucks, vans, commercial vehicles, and vehicles with commercial writing on their exteriors shall be allowed temporarily in the Community during normal business hours for service of any Units of the Common Property; provided however without the prior written consent of the Board, no such vehicle shall be authorized to remain in the Community overnight or for any purpose except serving a Units or the Common Property. For purposes of this paragraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in the Community for three (3) consecutive days or longer without the prior written permission of the Board.

Garage Parking: All vehicles must be always parked within the Units. Vehicles may only be parked in the driveway after all all-garage parking spaces have vehicles parking in them. Each garage is designed for two spaces and as such two cars are to be parked within them. Garages are not intended for storage spaces and must be used for parking vehicles. If any owner/resident owns more than two (2) vehicles, they must notify the HOA of all vehicles owned by the current owner/residents with year, make, model and color to be placed in their files. This way the HOA will be aware of what vehicles will be parked in the driveway at any given time.

Street Parking – Parking on the streets, shoulders and common areas in Egrets Walk Condominium Community is prohibited, except that maintenance or service vehicles shall be allowed temporary parking on the streets and common areas of Egrets Walk/Palm Cove during normal business hours for the purpose of serving any unit or common area. Any other occasional, atypical circumstance will be reviewed by the Board on a case-by-case basis. Any request for exceptions must be sent to the Board prior to parking in the street, etc.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed by the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, blocking another vehicle or access to another Owner's or Occupant's Units, is obstructing the flow of traffic, is parked

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in an unpaved area, or otherwise creates a hazardous condition, no notice shall be required, and the vehicle may be towed immediately. If a vehicle is towed following, this Section, neither the Association nor any director, officer, or agent of the Association shall be liable to any person for any claim of damage or otherwise because of the towing activity. Notwithstanding anything to the contrary herein. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

11. **Abandoned Personal Property.** Personal property other than vehicles as provided for in Section 14G), is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the General Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove the personal property and either discard or store the personal property in a location which the Board may determine, and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

The Developer, its affiliates, the Association, the Master Association, and any director, officer, employee or agent of any of the foregoing, shall not be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

12. **Heating of Units in Colder Months.** In order to prevent breakage of water pipes during colder months of the year resulting in damage to the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "auto" position and at a minimum temperature setting of fifty-five degrees (55") Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32") Fahrenheit or below. Owners and Occupants shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. If during the months specified above the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Board of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant and/or cause the water service to the violator's Unit to be discontinued for violation hereof, in addition to any other remedies of the Association.

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13. **Signs.** No sign of any kind, whether temporary or permanent, shall be erected or displayed within the Regime without the prior written consent of the Board except: (a) one professional security sign consistent with the Community-Wide Standard not to exceed four inches by four inches in size displayed from within a Unit; (b) such signs as may be required by legal proceedings; and (c) signs erected by Developer and its affiliates.

The Board may impose a fine against any Owner or Occupant for violations of this Section in addition to any other remedies of the Association. Any fine imposed pursuant to this Section shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

14. **Antennas and Satellite Dishes.** Exterior antennas, receiving dishes, or similar apparatus of any kind will only be permitted if they meet the following conditions (i) antennas designed to receive direct broadcast satellite services, including direct-to home satellite services, or to receive or transmit fixed wireless signals via satellite, so long as such antennas are one meter or less in diameter; (ii) antennas designed to receive video programming services via multi-point distribution services, or to receive or transmit fixed wireless signals other than via satellite, so long as such antennas are one meter or less in diameter or diagonal measurement; or (iii) antennas that are designed and intended to receive television broadcast signals. They may only be installed in a location approved by the Board of Directors and in a location that will not cause damage to the Association/Regime property.

Owners shall install any permitted antennae on the rear of the dwelling, in a location approved by the Board and not visible from the front of the units. No satellite dish, antenna, or any such device may be affixed or placed on the roof of any part of the condominium buildings. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an individual outdoor antenna or similar device (device) would be the effective way to receive the signals sought to be received.

15. **Refuse.** Garbage cans and other similar items shall be located or screened so as to be concealed from the view of neighboring Units, streets and property located adjacent to the Unit. All rubbish, trash and garbage shall be regularly removed from the Units and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the General Common Elements or Limited Common Elements outside the Units, temporarily or otherwise, except as provided herein. **Trash must be taken directly to a trash can for disposal. Any drainage or leaking garbage bags shall be the responsibility of the offending Owner and/or their assignees. Double bagging is encouraged.** Bulk trash items may not be placed on Common Property except for the day of Community pick up and if not picked up must be moved back inside of the Owner's Units until which time it is to be picked up by the town or the Owner takes the item(s) to the county trash facilities themselves. At no time can any Owner or resident let trash or recycling pile up outside of the trash and recycling receptacles, the town trash agency will not pick up items outside of the receptacles. If trash is left to accumulate, the Owner who has put out the

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trash will be notified to remove within 48 hours and if not removed will be fined and charged for the removal of the items left out.

The City of MT. Pleasant provides the trash receptacles for the Community and Charleston County provides the recycling receptacles, such receptacles shall be placed in the easement area no earlier than 10:00a.m. the day before picking up and shall be removed by end of day, on the date of service (6:00p.m.). Trash and recycling pickup is dictated by the town and county. Rubbish, trash and garbage shall be disposed of in sealed plastic bags in accordance with any and all rules that may be enacted by the Board of Directors from time to time. Individual trash and recycling receptacles are used, such receptacles shall be placed in the easement area no earlier than 10:00 a.m. the day before pickup and shall be removed by 6:00p.m. the day of pick up. If there is a delay in services for more than 24hours, owners should return the bin to their storage and bring out the bins on the newly scheduled day of service.

16. **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Units.
17. **Garage Sales.** Garage sales, yard sales, flea markets, or similar activities are prohibited.
18. **Window Treatments.** The color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets, blankets, paper and similar type items shall not be used as window treatments. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or any other purpose.
19. **Transient Use/Short Term Rentals.** No transient tenants or Occupants shall be accommodated in a Unit. Leases, if approved, must be for a minimum of 1 year.
20. **Leasing:** In order to preserve the character of the Condominiums as predominantly owner-occupied and to comply with the eligibility requirements for financing a second mortgage, leasing of all units shall be governed by restrictions imposed by this section. As used herein, "leasing" shall mean the regular, exclusive occupancy of a unit by any person(s) other than the Owner for which the Owner receives any direct or indirect monetary or economic benefit; the occupancy of a Unit by a roommate of an Owner other than occupying a Unit shall not be considered leasing. Except as provided herein, the leasing of Units shall be prohibited. No Units shall be used for or subject to any type of vacation time-sharing plans **such as Airbnb, VRBO, HomeAway, or any type of short-term rental.**
 - a. **General.** Owners desiring to lease their Units may do so only if they have applied for and received from the Board either a "leasing permit" or a "hardship leasing permit." Such a permit, upon its issuance, will allow an Owner to lease such Owner's Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board shall have the authority to establish conditions as to the

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duration and use of such permits consistent with this Section. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title.

- b. Leasing: Permits. An Owner's request for a leasing permit shall be approved if current, outstanding leasing permits have not been issued for no more than 25% of the entire Regime may be leased at any one time. A leasing permit shall be automatically revoked upon the happening of any of the following events: (a) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse, (b) a person cohabiting with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (ii) the failure of an Owner to lease such Owner's Unit within 90 days of the leasing permit having been issued; or (iii) the failure of an Owner to have such Owner's Unit leased for any consecutive six (6) month period thereafter. If current leasing permits have been issued for more than 25% of the entire Regime, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below 25% of the total Units in the Regime. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls to 25% or less of the total Units in the Regime. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.
- c. Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permit in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Condominium if the permit is approved, (iii) the number of hardship leasing permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous hardship leasing permit have been issued to the Owner. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permit shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a leasing permit.
- d. Leasing Provisions. Leasing which is authorized, pursuant to a permit, hereunder shall be governed by the following provisions:
 - 1. Notice. At least seven (7) days prior to entering into the lease

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of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Master Deed and any rules and regulations adopted pursuant thereto.

2. **General.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Master Deed, Bylaws, and the Association's rules and regulations, as well as the Master Declaration and the Master Association's bylaws and rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.
3. **Liability for Assessments. Use of General Common Elements. and Compliance with Master Deed, Bylaws. and Rules and Regulations.** Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:
4. **Compliance with Master Deed, Bylaws, and Rules and Regulations.** The lessee shall comply with all provisions of the Master Deed, Bylaws, and Association rules and regulations adopted pursuant thereto, as well as the Master Declaration and the Master Association's bylaws, rules, and regulations (collectively, "Governing Documents"), and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner (lessor) shall cause all Occupants of such Owner's (lessor's) Unit to comply with the Governing Documents and shall be responsible for any violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates

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the Governing Documents for which a fine is imposed, notice of the violation shall be given to the lessor and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the lessor shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit. Any violation of the Governing Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the lessor to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including, without limitation, the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the lessor, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

5. **Use of General Common Elements** Any Owner that transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the lessor has to use the General Common Elements and the Master Association common property, including, but not limited to, the use of any and all recreational facilities and other amenities.
6. **Liability for Assessments.** If any owner fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then lessor hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were the owner of the Unit. The above provision shall not be construed to release the lessor from any obligation, including the obligation for assessments, for which lessor would otherwise be responsible.

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21. **Solar Devices.** No device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Condominium, including any Unit. Installation of any solar devices is prohibited.
22. **Exterior Colors.** As exterior maintenance of Units, including, without limitation, painting, is the responsibility of the Association, no Person may paint or otherwise alter the exterior of any Unit or improvements constructed or maintained thereon without the prior written consent of the Board or its designee.
23. **Mailboxes.** It is prohibited to erect any mailboxes and appurtenant posts and/or structures within the Association,
24. **Entry Features and Street Signs.** No Person shall alter, remove or add improvements to any entry features or street signs constructed within the Condominium, or any part of any easement area associated therewith.
25. **Balconies and Porches:** Balconies and Porches shall be used only for the intended purposes and shall not be used for hanging garments or other articles of clothing or for cleaning rugs, household articles, or other items. No rugs or other materials shall be dusted from windows, balconies, or porches. The Association may require the removal and disposal of individual property that is in violation of this provision and given a **48-hour notice to do so**. Placement, storage and use of any open-flame cooking appliance such as gas grills, smokers, outdoor fireplaces, or lanterns with an open flame are prohibited on wood decks, balconies and porches.
26. **Grills/Fire Pits:** Grills are permitted but Owners should follow Fire Department recommendations where possible and put them least 10 feet from the building when in use. Portable Firepits are also permitted but must be used at least 10 ft from the building and 10 ft from pine straw. They cannot be stored on common property but within the occupant's property. Storage of grills and portable fire pits, whenever possible, should be in the garage per our insurance company's recommendations, but will be permitted to be stored behind your unit as long as it has a grill cover and is in good condition. If at any time our insurance company requires the grills or fire pits to be stored with the garage, owners will be notified.
27. **Swimming Pools.** No swimming pools shall be permitted on Regime property unless installed by Developer.
28. **Sidewalks/Driveways/Entrances/Etc.:** Common sidewalks, driveways, entrances, and passageways shall not be obstructed or used by any Owner, Occupant or guest of Egret's Walk Condominium Association, Inc... Owners, Residents, and their guests shall not use sidewalks, entrances, and passageways as a play area.
29. **Personalizing the Condominium.** Owners may personalize their condominium on the exterior, the guidelines for what is allowable is outlined in the following:

Flags; (a) Only the American flag with 50 stars and traditional American flag colors of red, white and blue are allowed (b) Only one flag per unit (c) Flag may only be mounted to the door frame of the garage (d) No ground flags or flag poles allowed (e) Flag must be no larger than 36 inches by 60 inches (3 feet X 5 feet) (f) Flag pole to be no longer than 6 feet.

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Planters: (a) No more than 3 planters are allowed in front of a unit (seen from the street) (b) Live plants only (c) Planters cannot be empty or have dead plants (d) Planters must be on the ground within the pine straw area of the units front yard (e) Planters are never allowed in the grass (landscapers must have easy access for maintenance) (f) Max size of the container is 10 gallons (g) No plastic containers (those that are sold with plants coming from the store) (h) No wooden planters (i) Planters cannot be displayed on terraced stands or shelving.

Hanging Baskets: (a) No more than 3 hanging basket allowed per unit (b) Hanging baskets cannot be empty (c) Hanging baskets must contain live plants, no artificial plants (d) Creeping plants cannot attach to the exterior of a unit (e) Hanging device may not be longer than 18 inches from hanging point (f) Maximum size of container is 3 gallons (g) All baskets must be uniform in size and color (h) Hanging baskets must be confined to the unit's front porch (i) Hanging baskets cannot be mounted to the fascia of the porch.

Bird Feeders: (a) No bird feeders, hummingbird feeders or squirrel feeders allowed in front of units (b) Feeders are allowed only on the side (for an end unit) or back of units (c) No decorative bird houses allowed in the front of units (d) No limit to feeders have been established at this point (e) In the future the Board may limit the number due to potential rodent issues (f) Feeders must be at least 5 feet away from the unit (g) Feeders are not allowed in the grass.

Wreaths: Wreaths are allowed on front doors only

Security Signs: (a) Signs are allowed at the entrance of a unit only or pine straw beds (b) Security stickers are allowed in windows and doors (c) No signs are allowed in the grass

Holiday Decorations: (a) Seasonal decorations are allowed (b) No decorations or lights are allowed in the grass (c) All decorations must be removed within 3 weeks after the holiday

Yard Art: No yard art is allowed including but not limited to: statues, gnomes, benches, fountains, bird feeders, etc.

30. **Window AC Units:** No Window AC units are permitted within the community unless approved by the Board due to an emergency, short term need. Owner must reach out to the Board of Directors for approval.
31. **Association's Right to Close Common Elements:** The Association shall have the right to close any portion of the Common Elements for emergency, security, or other safety purposes for any reason without prior notice to the Owners or Occupants for a period not to exceed (1) one year.
32. **Safety:** The Association may, but shall not be required to, from time-to-time, provide measures or actions which directly or indirectly improve safety at Egret's Walk Condominium Association, Inc. The Association, and the Board of Directors shall in no way be considered insurers or guarantors of security within the Community.
33. **Solicitation:** Solicitation in Egret's Walk Condominium Association, Inc. is prohibited.

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The Board of Directors must approve all advertisements and postings. Except as may be required by legal proceedings, no signs, advertising posters, billboards, canopy or awnings or any variation of the foregoing of any kind shall be erected, placed, or permitted to remain in Egret's Walk Condominium Association without the prior written consent of the Board of Directors.

34. Owners are responsible for any damage done to community property by themselves or their rental guests.
35. Owners who are planning projects that need dumpsters or moving pods must get approval from both the Egrets Walk Condominium Board of Directors AND Dunes West ARB prior to these being delivered. Any damage done to Association property or Dunes West property will be the responsibility of the Owners to pay for the repairs i.e., roads, sidewalks, common areas. Owners should make every effort to only have the dumpster or moving pod on site for no more than 5 days.

PROCEDURES AND ENFORCEMENT: Separate collection procedures, including notice of alleged violations and opportunity to be heard, shall be implemented by the Association for enforcement of the Rules and Regulations.

Standards. Such collection procedures are a part of these Rules and Regulations. All fees and charges imposed by the Association and all costs incurred in enforcement of these Rules and Regulations, including but not limited to the cost of any corrective actions, shall constitute assessments enforceable against Owners pursuant to the provisions of the Declaration. For each day any violation continues after notice, it shall be considered a separate violation. The Association shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-Laws, the Declaration. The Rules and Regulations are subject to amendment and the promulgation of further regulations.

No failure by the Association to insist upon the strict performance of any term or provision contained in the Rules and Regulations shall constitute a waiver of any such term or provision unless such waiver is made in writing by the Association. Any waiver of a breach of a term or provision of these Rules and Regulations shall not prevent a subsequent act, which would have originally constituted a violation under these Rules and Regulations from having the effect of a violation or prevent the Association from exercising all of its rights and remedies under the Declaration, the By-Laws, the Rules and Regulations.

Fine Schedule: In performing daily duties, the Association is unrestricted in applying a wide range of options to solve problems. However, at a point when an Owner and/or Occupant is in violation of the Declaration, the By-Laws, the Rules, and Regulation is blatant, serious, or persistent, the Association is empowered to implement, in the sequence in the table below, a Schedule of Fines. *

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*Schedule of Fines:

Notice of Violation sent	Courtesy letter
2 nd occurrence	\$50 fine assessed to the account
3 rd occurrence	\$100 fine assessed to the account
4 th occurrence	\$150 fine assessed to the account
Parking Violation	\$35 per day as noted under section 12 of this document.

*This fine schedule represents the maximum fines. The Board reserves the right to apply lesser fines based on the nature of the infraction.

Each notice of violation will be filed in the Owner's property file and the facts of the violation will be given to the Board of Directors. Each violation will remain on record for 12 months. A repeat offense within the 12-month period will be escalated and considered a repeat offense and subject to the next level of fine structure. The Owner and/or resident must refrain from the same type of violation for a period of 12 months to consider it a NEW violation. Below are the approved Penalties and Fines, except where other fines are applicable and approved by the Board of Directors.

Procedures: The Association will determine if an Owner/Occupant's violation warrants a fine or penalty. If yes, a formal notification letter of intent may be provided to the Owner and /or Occupant unless otherwise noted in these rules and regulations or the Declaration. The letter/email will contain:

- (a) Details of circumstances warranting issuance of the letter.
- (b) Explanation of notification procedures (see Table below).
- (c) Explanation of fine or penalty to be imposed.
- (d) Explanation of right to be heard and appeal process; and
- (e) Disclosure of retention of documentation.
- (f) Detail time to cure or correct the violation

RIGHT OF APPEAL. In all cases, the accused has the right of appeal and must be afforded a right to be heard before the Board of Directors. No later than ten (10) days after receiving a letter of notification that a fine has been imposed, the violator may indicate that an appeal will be made and must include details to support the appeal.

CONSEQUENCES OF TARDINESS IN PAYING FINES. If the fine is still applicable after an appeal has been made and heard by the Board of Directors, the violator must comply within 7 days of the Board of Directors' decision. Failure to pay such a fine will result in a charge of \$10.00 per day until payment is received in full.

COLLECTIONS

As per Article VI, Assessments of the By-Laws; Delinquent Assessments are defined as all assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

1) Monthly Delinquent Account procedure

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- a) Mail and/or Email statement to the Owner if not paid as outlined in the By-Laws a late charge will be added to the account.
 - b) Mail and/or email statement to Owner if not paid by the end of the same month
 - c) 1st Friendly Collection Letter sent if 30 days past due by mail and/or email
- 2) 60-day Delinquent Account procedure**
- a) Send 60-day collection letter by email and/or mail including a current statement with a letter
 - b) Add any interest and legal fees to the Owner's account for collection processes.
- 3) 90-day Delinquent Account procedure**
- a) Send 90 letters by email and/or mail to include information about filing a lien
 - b) Add any interest and legal fees to the Owner's account for collection processes.
- 4) Over 90-day Delinquent Account procedure**
- a) File and record lien on the property. All legal costs related to collection efforts are the responsibility of the owner including, but not limited to, any costs related to filing a satisfaction of the original

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SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
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CHARLESTON SC 29412 (MAILBACK)

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Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:

EGRET'S WALK CONDO ASSN

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NA

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