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**EGRET'S WALK TOWNHOME OWNERS ASSOCIATION, INC.**

**BOARD RESOLUTION**

**Affirmation and Adoption of Use Restrictions and Rules**

WHEREAS, the Board of Directors ("Board") of Egret's Walk Townhome Owners Association Inc. ("Association") is responsible for operation, care, upkeep and maintenance of Egret's Walk Townhomes and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration of Protective Covenants and Easements for Egret's Walk Townhomes ("Declaration") and the By-Laws of Egret's Walk Townhome Association, Inc. ("Bylaws") recorded September 3, 2003, in Book M465 at Page 001; Amendment to Declaration of Protective Covenants and Easement for Egret's Walk Townhomes recorded November 10, 2003 in Book G475 at Page 505, in the Charleston County Register of Deeds (collectively hereinafter, the Declaration and Bylaws may be referred to as "Governing Documents").

WHEREAS, Article III, Section 12., of the Bylaws states, "a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors."

WHEREAS, Article III, Section 16., of the Bylaws provides that any "action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the directors ..."

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

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

WHEREAS, a duly held and authorized meeting of the Board was held May 24, 2022, and the within Resolution and attached Use Restrictions and Rules was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby affirms and adopts the attached Use Restrictions and Rules 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 Declaration 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 Townhome Association, Inc. Use Restrictions and Rules, attached hereto as Exhibit A and incorporated herein by reference.

5. This Resolution was adopted by the Board on May 24<sup>th</sup>, 2022, and the attached policy shall be effective immediately.

6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the Use Restrictions and Rules. 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 immediately.

**EGRET'S WALK TOWNHOME ASSOCIATION, INC.:**

<u>[Signature]</u>	<u>10-18-22</u>	_____	_____
Board Member/Director	Date	Board Member/Director	Date
<u>[Signature]</u>	<u>10-18-22</u>	_____	_____
Board Member/Director	Date	Board Member/Director	Date

## USE RESTRICTIONS AND RULES EGRET'S WALK TOWNHOME ASSOCIATION

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 Townhome Association, Inc. according to the Declaration, which rules, and regulations have been duly adopted by the Board of Directors of Egret's Walk Townhome 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 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.

**1. Use of Units:** All Units shall be used for single-family residential purposes exclusively, and no trade, business or business activity of any land shall be carried on or conducted in, from or upon any Units or any part of the Community at any time without the prior written approval of the ARB, except that the Owner or Occupant residing in a Units may conduct such ancillary business activities within the Units so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Units; (b) the business activity does not involve regular, frequent or conspicuous visitation of the Units by employees, clients, customers, suppliers or other business invitees for business purposes; (c) the business activity conforms to all zoning requirements for the Community; (d) the business activity does not increase traffic in the Community (other than by 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 otherwise negatively affect the Association's ability to obtain insurance coverage; (f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the ARB; and (g) the "business activity does not result in a materially greater use of common facilities or Association services.

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 that 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 forms of consideration, regardless of whether (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

**2. Signs:** No sign of any kind, whether temporary or permanent, shall be erected or displayed within the Community without the prior written consent of the Board except: (a) one (1) professional security sign consistent with the Community-Wide Standard not to exceed four inches (4") by four inches (4") in size displayed from within a Units; (b) such signs as may be required by legal proceedings; (c) signs erected by Declarant and its affiliates; (d) in connection with a bona-fide offer to sell or lease a Units, one (1) professionally lettered "For Sale" or "For Rent" sign consistent with the Community-Wide Standard displayed on the Units, and (ii) the sign is displayed no sooner than thirty (30) days prior to the election and is removed within five (5) days after the election. The Board shall have the right to erect any reasonable and appropriate signs. The Board may impose a fine against any Owner or Occupant of up to

Five Hundred Dollars (\$500.00) per day for violations of this Rule in addition to any other remedies of the Association. Any fine imposed according to this Rule shall be deemed an assessment against the Units and may be collected in the same manner as provided in the Declaration for collection of assessments. No Owner or Occupant shall be permitted to place any sign in or around their Units or elsewhere on the property advertising the Units for sale or lease unless they are approved and obtained by Dunes West POA.

**3. 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/Palm Cove 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. Vehicles may be parked in the driveway and additional parking spots if any serving a Units only of 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.

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 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/Palm Cove 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, is blocking another vehicle or access to another Owner's or Occupant's Units, is obstructing the flow of traffic, is parked 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.

**4. Occupants Bound:** All provisions of the Declaration and any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all Occupants, to include their families, Tenants, guests, invitees, servants, and agents of any Units even though Occupants are not specifically mentioned. Fines may be levied against Owners and they may choose to then levy them against their tenants, guests, invitees, servants, and agents. The fines will be the obligation of the property owner.

**5. Damage to Common Property:** Any damage to the common elements or limited common elements caused by the Owners, Occupants or Pets shall be repaired promptly by the Owners and at the Owners' expense. If not repaired promptly the Owner will be fined and charged for the required repairs performed by the Association's contractor.

**6. Animals and Pets:** No animals, livestock or poultry of any kind may be raised, bred, kept or permitted in the Community, except that dogs, cats or other usual and common household pets in reasonable number, as determined by the Board, may be kept within a Units; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise or endanger the health of or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall always whenever they are outside a Units be always confined on a leash and under the physical control of a responsible person. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. No pet may be left unattended outdoors this includes any porch. All pets must be kept on a leash and be always under physical control of a responsible person. No pet shall be permitted to use the porch as their bathroom. The person responsible for a pet must promptly remove any feces left on the occupant's property, common elements, or limited common elements on all Association property, Dunes West property, and adjacent Association property. Pet waste is unsanitary and a health risk to the Community.

No animal, in the Board's opinion, which endangers the health of any Owner or Occupant, or creates a nuisance, or unreasonable disturbance, will be permitted to stay on the townhome property and may be permanently removed from the Community upon seven (7) days written notice. If the Owner or Occupant refuses 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.

**7. Nuisance:** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on or within his or her Units. No Units shall be used, in whole or in part, for the storage of any property or thing that will cause such Units to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon or within any Units that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be continued upon or within any Units, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Units. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing no speaker, horn, whistle, siren, bell,

amplifier, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Units unless required by law.

**8. Garage Doors:** All garage doors must be kept closed except for the occasional normal routine of use. In no case will an open garage door be permitted to present an unkempt, untidy, unsightly, or offensive look which could cause discomfort, annoyance, or embarrassment to persons using or occupying any other portion of the Association.

**9. Unsightly or Unkempt Conditions:** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, 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 in any part of the Community.

**10. Architectural Standards:** Architectural control in the Community is provided by the ARB established under Section 5 of the Master Declaration. Owners must comply with the Master Declaration and all rules of the ARB prior to commencing any exterior construction alteration, or addition. Any member of the ARB or its designee or the representatives thereof shall have the right, during reasonable hours, to enter upon any property to inspect to ascertain whether restrictive covenants contained in this Declaration, or the Master Declaration have been or are being complied with. Such Persons or Persons shall not be deemed guilty of trespass because of such entry. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be required to obtain approval under any provision of this Declaration from the ARB or the Board for any construction, development, or sales activities of the Declarant in the Community.

Any alterations or modifications to the interior of Units that could affect the original use or the integrity of the building structure, or such as wall removal, etc. must be pre-approved in writing by the Architectural Review Board, to ensure the structural soundness of the building which if compromised could affect the homes within the same building.

Except as otherwise provided in the Declaration, no Owner or Occupant shall perform any work of any kind on the exterior of the building or upon the Common Elements or Limited Common Elements.

**11. Antennas and Satellite Dishes:** No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite ("DBS") antennas or multichannel multipoint distribution service ("MMDS") antennas larger than one (1) meter in diameter, shall be placed allowed or maintained upon any portion of the Community, including any Units, without the prior written consent of the ARB or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter and television broadcast service antennas may be installed only if screened and located as approved by the ARB or its designed and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the ARB and Declarant (and its affiliates) reserve me the right to (but shall not be obligated to) erect any type and size of the master antenna, satellite dish, or other similar master systems for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants, and each Owner and Occupant agrees to comply with this provision even though the erection of an individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received. In the event of a sale of the property, Owner and/or occupant must remove the dish and or antenna, at their own expense.

**12. Birdfeeders:** No Owner, Occupant, Resident, or Invitee shall feed wild or feral animals. No squirrel or bird feeders except for hummingbird feeders, are permitted within the confines of the property; these attract rodents. Any Owner or Occupant who is found to violate the Association prohibition regarding the feeding of wild animals shall be subject to fines or other enforcement as set forth herein.

**13. Gardens, Basketball Goals, etc.:** Any planting may be done only with the prior written approval of the ARB or its designee or in accordance with the guidelines previously established by the ARB or its designee. No vegetable gardens, hammocks, birdbaths, fountains, statuary, or recreational equipment (including basketball goals) may be placed, erected, allowed, or maintained within the Community without the prior written consent of the ARB or its designee.

**14. Flags:** Only the American flag is permitted and must be no larger than 36' by 60". Only one flag per Units per Units is permitted and may only be mounted to the garage door frame with a flagpole that is no longer than six feet. No in-ground flagpoles are permitted. No flags are permitted to be erected in the grass.

**15. Decorations:** Holiday seasonal decorations are permitted. No decorations are permitted in the grass. All decorations must be removed within 3 weeks after holiday. Wreaths are permitted on front doors only.

**16. Tree Removal:** No trees shall be removed without the express prior written consent of the Board or its designee, except for (a) trees removed by Declarant or its affiliates; (b) diseased or dead trees; and (c) trees needing to be removed to promote the growth of other trees.

**17. Lighting:** No exterior lighting shall be installed in the Community or on the exterior of the unit, without the prior written consent of the Board or its designee, except for lighting originally installed by the Declarant or its affiliates and seasonal decorative lights during the Christmas season.

**18. Drainage:** Catch basins and drainage areas are for the purpose of the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of any Units may obstruct or rechanneled the drainage flows after the location and installation of drainage swales, storm sewers or storm drains. Declarant, for itself and its affiliates, reserves the right to prepare sloping banks, cut or fill, on a three (3) to one (1) slope on all streets and roads. Declarant, for itself and its affiliates, hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and all damage shall be repaired by the Person causing the damage at their sole expense.

**19. Clotheslines, Garbage Cans, Woodpiles, etc.:** No exterior clotheslines, woodpiles and other comparable items of any type shall be permitted in the Community without the prior written consent of the ARB or its designee. Garbage cans and other comparable items shall be located or screened to be concealed from view of neighboring Units, streets and property located adjacent to the Units.

All rubbish, trash and garbage shall be regularly removed from the Units and shall not be allowed to accumulate thereon. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Units temporarily or otherwise. **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 trash will be notified to remove within 48 hours and if not removed will be fined and be 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 5:00p.m.

the day before picking up and shall be removed within twenty-four (24) hours. Trash and recycling pick up is dictated by the town and county.

**20. Subdivision of Units:** No Units shall be subdivided, or its boundary lines changed except with the prior written approval of the ARB or its designee. Declarant, however, hereby expressly reserves the right to replat any Units(s) or other property in the Community. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

**21. Guns/Firearms/Fireworks:** The use of firearms or discharge of fireworks in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns and small firearms of all types. The term "fireworks" shall include those items listed in O.C.G.A. Section 25-10-1.

**22. Solar Devices:** No artificial or man-made 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 Community, including any Units, without the prior written consent of the ARB or its designee.

**23. Fences:** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, except as installed by Declarant (or its affiliates) or the ARB, without the prior written consent of the ARB or its designee. The ARB or its designee may issue guidelines detailing acceptable fence styles or other specifications, but in no event may a chain link fence or a free-standing hog wire fence be approved.

**24. Exterior Colors:** As provided in Article V, Section 1 hereof, exterior maintenance of Units, including, without limitation, painting, is the responsibility of the Association. Accordingly, Owners shall not paint or otherwise alter the exterior of any Units or improvements constructed or maintained thereon without the prior written consent of the ARB or its designee. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed or maintained upon any Units must be painted or repainted in a color used by Declarant or its affiliates in the original construction and marketing of residences within the Community or in a color used by John Wieland Homes and Neighborhoods in the original construction and marketing of residences in any subdivision located within the same county as the Community.

**25. Mailboxes:** No mailboxes and appurtenant posts and/or structures shall be erected without the prior written approval of the ARB or its designee. The foregoing must be of the same type and color as that originally installed by Declarant or its affiliates.

**26. Window Coverings:** All shades, drapery linings and other window treatments visible from the exterior of a Units shall be white or off-white. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or any other purpose. No signs, decorations or objects are to be placed on windows or in window areas that may be visible from the exterior of a Units.

**27. Garage Sales:** No garage sale, yard sale, flea market, or similar activity shall be conducted in the Community without the prior written consent of the Board. Any such activities that have been permitted by the Board shall be subject to all reasonable conditions imposed by the Board.

**28. Entry Features and Street Signs:** Owners shall not alter, remove, or add improvements to any entry features or street signs constructed within the Community, or any part of any easement area associated therewith, without the prior written consent of the HOA ARB or the approval of the Dunes West ARB or its designee.

**29. Use of Common Property:** There shall be no obstruction of the Common Property, nor shall anything be kept, parked, or stored on any part of the Common Property or streets and shoulders within the Egrets Walk/ Palm Cove Community without the prior written consent of the Board.



**30. Detached Structures:** No detached structures (sheds, storage boxes, doghouse, etc.) shall be placed, erected, allowed, or maintained upon any Units property/lot or within the Community unless installed by Declarant, without the prior written consent of the ARB. All detached structures must be consistent in design materials and color with the dwelling on the Units.

**31. Prohibition of Damage:** Without the prior written consent of the Board, nothing shall be done or kept in the Community which would increase the rate of insurance which the Association is obligated to obtain hereunder, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the common expenses of the Association. No Owner shall do any work which, in the reasonable opinion of the Board or its designee, would jeopardize the soundness or safety of the Community or any structure, located within the Community, would reduce the value thereof, or would impair any easement or hereditament 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 Common Property, or any part thereof, or of the exterior of any Units shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Units.

**32. Heating of Units during colder months:** To prevent breakage of water pipes during colder months of the year resulting in damage to the Community, increased common expenses of the Association, 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 "on" 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 of Units 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. At any time during the months specified above when the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant up to Five Hundred Dollars (\$500.00) for violation of this Section in addition to any other remedies of the Association. Any fine imposed according to this Section shall be deemed an assessment against the Units and may be collected in the same manner as provided herein for collection of assessments.

**33. Swimming Pools:** No swimming pools of any kind shall be permitted in the Community.

**34. Noise:** Owners and Occupants shall not undertake or pursue hobbies or other activities within a Units which can be heard in any other Units. Accordingly, no Owner or Occupant shall install a speaker of any kind in the common party wall of a Units.

**35. Window Air-Conditioning Units:** No window air conditioning Units or window fans may be installed.

**36. Leasing:** 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.

This Section shall not apply to activities of the Association. Leasing of a Units shall not be considered a trade, business, or business activity. Units may be leased for residential purposes the maximum number of individuals occupying a Units shall be limited to two (2) people per bedroom in the Units (such as bedrooms are depicted on the original floor plans). "Occupancy" for purposes hereof, shall be defined as staying overnight in a Units for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written request, the Board can grant variances to this restriction. 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 Association, who will occupy the Units.

All Owners who want to lease out their Units must FIRST obtain a leasing permit from the Board of Directors. A copy of the intended lease format must be provided and include information that the tenant is aware that the home is located within an HOA and must follow their rules and regulations, as well as that the home is located within the Master Association of Dunes West and must also follow their rules, guidelines, and regulations.

All rentals must be for an initial term of not less than one (1) year and must be for the entire Units, not for any section of the Units. If any Owner is found to lease their Units for any period less than one year or without an approved leasing permit, there will be an **IMMEDIATE \$500 fine** assessed to their account. After which if not corrected, the violation fine schedule will be followed until which time the tenant is removed.

A leasing permit will be automatically revoked for the following events:

- Sale or transfer of the Units to a third party, excluding one's spouse.
- A person cohabitating with the Owner
- No lease being issued within 90 days of the permit being issued
- No tenant (the Units remains empty) for a period of more than 6 months.

In addition, all leases must comply with the Declaration. Within seven (7) days after executing a lease agreement for the lease of a Units, the Owner shall provide the Association with a copy of the lease. The name and contact information of all tenants(s) occupying the Units shall be provided. The Owner must make available to the tenant(s) copies of the Declaration, By-Laws, Rules and Regulations, and ARB *Standards*. **Failure to comply with the above requirements will constitute a violation and will follow the fine schedule here within.**

When any action by the Owner, Occupant or any other person occupying the Units is deemed to be a violation of the Declaration, By-Laws, Rules and Regulations or ARB *Standards* the Association may take appropriate action against the Owner.

Except where the Owner also occupies the Units, the Owner transfers and assigns to the Occupant, for the term of the lease, all rights, and privileges that the Owner must use the Common Elements of Egrets Walk Townhomes.

**37. 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.**

**38. Dumpster/Pods:** No construction dumpsters or moving PODs may be placed on the Community property without first approval from the Board of Directors for location and duration of having the item on site. If any Dumpster/POD is intended to be placed in the driveway, the owner must first notify the HOA and POA. The placement of such does not allow owner to park any vehicle in the street if the dumpster/POD then blocks parking.

**39. 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 Townhome Association, Inc... Owners, Residents, and their guests shall not use sidewalks, entrances, and passageways as a play area.

**40. Grills/Fire Pits:** Grills are permitted but Owners should follow Fire Department recommendations where possible and put them least ten 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. Portable firepits and grills are to be stored when not in use. They cannot be stored on common property but within the occupant's property.

**41. 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.

**42. Solicitation:** Solicitation in Egret’s Walk Townhome Association, Inc. is prohibited. 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 Townhome Association without the prior written consent of the Board of Directors.

**43. Safety:** The Association may, but shall not be required to, from time-to-time, provide measures or take actions which directly or indirectly improve safety at Egret’s Walk Townhome Association, Inc. The Association, and the Board of Directors shall in no way be considered insurers or guarantors of security within the Community.

**44. Flowerpots in Front of Units:** No more than five flowerpots, neutral in color, are allowed in the front of the Unit. No wooden pots, plastic pots, empty pots, or pots with dead plants are permitted. Pots must be on the ground in the pine straw areas or on front porch. No pot shall be larger than 10 gallons.

**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 and the ARB

*Standards.* Such collection procedures are a part of these Rules and Regulations and the ARBS. All fees and charges imposed by the Association and all costs incurred in enforcement of these Rules and Regulations and ARBS, 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, or the ARB Standards. The Rules and Regulations and the ARB Standards 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 and the ARBS 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 and the ARBS shall not prevent a subsequent act, which would have originally constituted a violation under these Rules and Regulations and the ARBS, 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 and/or the ARBS.

**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 or the ARB is blatant, serious, or persistent, the Association is empowered to implement, in the sequence in the table below, a Schedule of Fines. \*

Notice of Violation sent	Courtesy letter
Second occurrence	\$100 fine assessed to the account
Third occurrence	\$150 fine assessed to the account

\*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**

- 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) 1<sup>st</sup> 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 ninety 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
- b) Add any interest and legal fees to the Owner's account for lien filing or collection processes.

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