

Egrets Walk @ Dunes West Condo Association

Request Home Improvement or Modification

Items 1 through 8 are to be completed by the homeowner.

1. Name of Homeowner _____ 2. Date of Request _____

3. Address _____ 4. Telephone _____

EMAIL: _____

5. Description of Request _____

6. Submittal must include pictures, sketch/drawing or elevation plans of modification.

7. Requested start date _____ 8. Approximate completion date _____

PLEASE ALLOW 30 DAYS FOR PROCESSING THIS REQUEST

Below to be completed by The ARB

Date ARB received request _____

- APPROVED without conditions
- APPROVED with the following CONDITIONS:

- ADDITIONAL INFORMATION REQUIRED

- NOT APPROVED for the following REASON:

ARB Signature(s) _____

Date of ARB action _____ Date Homeowner Notified _____

Mail completed form to Egrets @ Dunes West Condos, 1340-G Ben Sawyer Blvd, Mt. Pleasant, SC 29464 or email to sherry@charlestonpms.com

13. ARCHITECTURAL CONTROLS.

(a) Architectural Standards. Except as provided herein, no Owner, Occupant, or any other Person (including, without limitation, the Association) may make any encroachment onto the General Common Elements or Limited Common Elements, or make any exterior or interior change, alteration, or construction in or to a Unit (including painting, utility work and/or alteration, installation of alarms and/or alarm systems, and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, storm door or window, door knob or knocker, artificial vegetation, exterior sculpture, fountains, flags, or thing on the exterior of the buildings (except for reasonable seasonal decorations displayed in only windows between Thanksgiving and January 15), in any windows (except window treatments as provided herein), on any Limited Common Elements or on any other General Common Elements, without first obtaining the prior written approval of the Architectural Control Committee (ACC); in addition to approval by the ACC, any and all of the foregoing shall be subject to prior written approval by the Master Association, as provided in the Master Declaration. Any application vetoed or disapproved by the Master Association shall be disapproved by title ACC, Board and Association. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography. Notwithstanding the above, Developer and its affiliates shall not be required to obtain any approvals under this Section.

Applications for approval of any such modification or addition shall be in writing and shall provide such information as the ACC or Master Association may reasonably require. The Master Association and the ACC shall be the sole arbiters of such application and each may withhold approval for any reason, including purely aesthetic considerations, and each shall be entitled to stop any construction which is not in conformance with approved plans. Pursuant to the terms of Article 5 of the Master Declaration, any application for additions or alterations approved by the ACC shall be immediately forwarded to the Master Association's architectural control authority for review as provided in the Master Declaration. If an application is vetoed by the Master Association, the notice to the Owner shall so state and shall set forth any appeal rights that may be provided. The Board or ACC may publish written architectural standards for exterior, interior and General Common Element alterations or additions. Any such architectural standards shall be submitted to, and shall be subject to prior written approval by, the Master Association architectural control authority.

If the ACC or Master Association fails to approve or to disapprove such application within forty-five (45) days after the application and all information as may be reasonably required have been submitted to it, approval will not be required and this subsection will be deemed complied with; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Master Deed, the Bylaws, or the rules and regulations, or in violation of the Master Declaration or the Master Association's bylaws and rules and regulations.

(b) Architectural Control Committee. The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the

authority to serve on the ACC. The chairperson of the ACC shall be a Board, member.

(c) Condition of Approval. As a condition of approval for requested construction, change, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such construction, change, modification, addition, or alteration. It is the responsibility of each Owner to determine on such Owner's own behalf what modifications have been made to such Owner's Unit by any predecessor-in-interest. In the discretion of the ACC and/or Master Association, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The ACC and/or Master Association also may establish such other conditions of approval as each may determine necessary or appropriate, including reasonable construction commencement and completion times.

(d) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only. The Board, the ACC, their respective members, and the Association, the Master Association, the Developer and its affiliates, and their respective officers, directors, employees and agents, shall not bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Board, the ACC, their respective members, and the Association, the Master Association, the Developer and its affiliates, and their respective officers, directors, employees and agents, shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the Board, ACC members and representatives of the Master Association will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that different architectural and other standards may be adopted and/or applied for different parts of the Condominium, based on street visibility, location of proposed modification in a building, or other criteria, reasonably determined. Approval hereunder shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) Enforcement. Any construction, alteration, or other work done in violation of this Section shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to do so, the Board shall have the right to enter the property and do so. All costs thereof, including, without limitation, reasonable attorney's fees, shall be chargeable to, and collectable from, such Owner and/or shall be an assessment and lien against such Owner's Unit, collectable in the manner provided under Article VI of the Bylaws for the collection of assessments.

In addition, the Board shall have the authority and standing, on behalf of the Association,

to impose reasonable fines for violation of this Section. The Board, on behalf of the Association, may pursue all legal and equitable remedies available to enforce the provisions of this Section and decisions made pursuant thereto. Furthermore, the Board shall have the authority to record, in the land records of the county in which the Condominium is located, notices of violation of the provisions of this Section.

If any Owner or Occupant makes any change, alteration, or construction (including landscaping) upon the General Common Elements or Limited Common Elements in violation hereof, such Owner or Occupant does so at such Owner's or Occupant's sole risk and expense, and subject to possible removal by the Board or Master Association at any time. However, if the change, alteration or construction is permitted to remain on the General Common Elements or Limited Common Elements, it shall so remain without reimbursement to the Owner or Occupant for any expense such Owner or Occupant may have incurred in making the change, alteration or construction.

Any and all rights and powers vested in the Master Association under this Section may be exercised by and through the Master Association's board of directors, on behalf of the Master Association.

(g) Commencement and Completion of Construction. All changes, modifications and improvements approved hereunder must be commenced within one hundred eighty (180) days from the date of approval. If such work is not commenced within such time period, then such approval shall be deemed revoked, unless the ACC (with prior approval from the Master Association) gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC (with prior approval from the Master Association). All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

14. USE RESTRICTIONS.

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 use restrictions, the Board may adopt rules and regulations in accordance with the terms hereof, of the Bylaws, and of the Master Declaration.

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, either 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 every six (6) months.

(c) Alteration of Units. Subject to the other provisions of this Master Deed, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) 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.

(ii) 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.

(d) Outbuildings. No structure of a temporary character, such as, without limitation, trailers, tents, shacks, carports, garage, barn or other outbuilding, shall be erected on any portion of the Condominium at any time without prior written Board approval, other than such as is erected by Developer or its affiliates.

(e) 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.

(f) 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 a deck on each of Units. The following shall be subject to the architectural control provisions of Section 13: placement of any object or thing on or about any such deck; any change, alteration or construction to, on or about any such deck; enclosure of any such deck; and any other activity or matter involving any such deck.

(g) 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 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. 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.

All Owners and Occupants acknowledge and understand that the Developer and others under Developer's direction or consent will be constructing certain portions of the Condominium