

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

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Cynthia B. Forte
Cynthia B Forte - Register of Deeds



200 River Landing
Phase I Condominium Association
Daniel Island, SC 29492

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COMMUNITY RULES AND REGULATIONS

July 2022

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PROPERTY MANAGEMENT & WEBSITE FOR OWNERS AT 200 RIVER LANDING

The Board of Directors maintains a website for owners of condos at 200 River Landing Drive. The address for the website: www.200riverlanding.com. Property Management Services (PMS) handles the property for 200 River Landing Phase 1 condominiums. The name and contact information for the Property Manager is located in the elevators of each building.

BICYCLES

Bicycles should be stored in the bicycle racks in the garage. They cannot be stored in hallways. When moving bicycles in and out of the bicycle racks in the parking garage, residents should be very careful not to damage/scratch cars parked in the garage. Bicycle owners are responsible for any damage to vehicles.

BOARD MEETINGS

The 200 River Landing Board of Directors normally meets once per month. Homeowner informational meetings are held quarterly and as needed. Notices of date, location and time will be posted at least two (2) weeks prior to the meeting.

CONDO MAINTENANCE

Owners/residents have the obligation to maintain and keep in good repair all portions of the condo including terraces/balconies and storage areas.

It is recommended that owners/residents pay particular attention to the following items:

- HOT WATER HEATER** - Periodically check your water heater for leaks and rust. If you detect any moisture around the base of your water heater or see extensive rust, that could be a sign of a current or potential problem. It is recommended that you immediately have a plumber check out your water heater.
- PREVENTING WATER LEAKS** - It is recommended that when you are away from your condo for an extended period of time that you turn off the water shut off valve to your unit. The shut off valve is located in the same area as your water heater.
- HEATING AND AIR CONDITIONING SYSTEM** – It is strongly recommended that each HVAC unit be inspected twice a year. Have your HVAC technician check your Condenser unit on roof mount which must be hurricane strapped. Upon installing a new HVAC unit, the resident must contact the Property Manager with the name of the vendor with date of installation. Change filter regularly! Check your unit for proper size filter.

CONDO USE POLICY

In accordance with the Master Deed, all rentals must be for an initial term of not less than one (1) year. Units may be leased only in their entirety; no fraction or portion may be leased without the prior written approval of the Board.

There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors.

Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner and/or property manager shall provide the Board of Directors with a copy of the lease, the name of the lessee(s) and all other people occupying the Unit. A background check of all of the lessee(s) and any other occupant(s) of the Unit pursuant to the lease.

No condo can be used for any type of vacation time sharing plan or any vacation time sharing ownership or lease plan. Condos CANNOT be rented out on a daily, weekly or monthly basis nor can rooms within a condo be rented/leased separately. THE BOARD OF DIRECTORS PASSED A RESOLUTION THAT IMPOSES A \$2,000 FINE ON ANY OWNER WHO VIOLATES THIS RULE.

The Board of Directors will be monitoring rental sites to identify violations. In addition, if residents see frequent changes in the occupants of a unit and feel that the unit is being used as a short-term rental, i.e. (Airbnb, VRBO) etc., they are encouraged to notify the Property Manager or any Member of the Board of Directors.

CALL BOX

To admit visitors using the call box at the entrance of each building lobby, register your land line or cell phone with Property Management Services (PMS).

DISASTER POLICY

The Board of Directors has approved the following Disaster Policy to be executed in the event of a hurricane or other disaster requiring immediate action to protect the property of the Association, its Member Owners and residents.

OWNER

In the event of hurricane or other disaster, the Owner has the following rights and duties:

- In the case of a hurricane or any natural disasters involving high winds, it is the sole responsibility of the owner to remove ALL furniture and decorative items from the terrace/balcony. If items are not removed and they cause property damage or bodily injury, the Association shall be immune from liability or injury to persons or properly arising from such failure or refusal to remove.

- In the case of a hurricane or other nature disaster involving tidal surges, flooding, heavy rains, etc., it is the sole responsibility of the owner to protect items in their storage cage in the garage by either bring items into the condo or removing items to another location. The Association shall be immune from liability for damage to any items contained within a storage unit.
- In the case of a disaster, it is the sole responsibility of the owner to determine whether to remove vehicles from the garages or other property parking areas. The Association shall be immune from liability for damage to any vehicles in the garages or parking areas.
- In the event of a mandatory evacuation order should any unit owner or other occupant of a condominium fail or refuse to evacuate the condominium property, the association shall be immune from liability or injury to persons or property arising from such failure or refusal.

ASSOCIATION

In the event of hurricane or other disaster, the Board of Directors of the Association; the Property Manager and/or a designate appointed by the Board will have the following rights and duties:

- Right to implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down elevators, electricity, water, sewer, security systems, or air conditioners and securing common element property such as furniture in the lobbies and at the pool.
- Right to require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the condominium is located. Should any unit owner or other occupant of a condominium fail or refuse to evacuate the condominium property where the board has required evacuation, the association shall be immune from liability or injury to persons or property arising from such failure or refusal.
- The right to contract for (1) emergency services; (2) security from vandalism; (3) removal of debris; and (4) engineering and other professional services to assist in disaster recovery.
- Right to access Units to repair or replace any portion of the property insured by the Association.
- Right to enter a Unit with permission from the owner to remove carpet, cabinets, hot water heater, and other appliances damaged by the storm.

- Right to enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.
- Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the board, the right to determine whether the condominium property can be safely inhabited or occupied and the right to declare any portion of the condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.
- Right to mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the condominium property, even if the unit owner is obligated by the declaration or law to insure or replace those fixtures and to remove personal property from a unit.
- Right to contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property.

Members of the Board, or their delegate, who act in good faith without pecuniary gain to exercise any of the above rights during an emergency should be indemnified from actions by members of the Association.

The association should be appointed as agent for each unit owner, each owner of a mortgage or other lien upon a unit and each owner of any other interest in the property, in order to adjust all claims arising under insurance policies purchased by the association and to execute and deliver releases upon the payment of claims.

DRYER VENTS

To prevent fires and to insure proper operation of your dryer, all dryer vents must be cleaned by a specialist once a year. The board has approved a company to do this work at a reasonable price. The condo owners are responsible for payment which will be charged to your HOA account. The owners will be notified the price of this service and the date it will be performed. You will not have to be home. A board member will be present with the company the entire time of cleaning.

ELEVATOR

Do not block or hold open an elevator door as this may cause the elevator to malfunction and may result in the Association incurring a repair expense which will be passed along to the offending homeowner.

FIRE ALARMS—TAKE THEM SERIOUSLY

WHEN THE CENTRAL FIRE ALARM GOES OFF IN YOUR BUILDING, FOR THE SAFETY OF YOURSELF, YOUR FAMILY AND YOUR PETS, IMMEDIATELY EVACUATE THE BUILDING USING THE STAIRS.

FIRE SAFETY

RESIDENTS MUST UNDERSTAND AND ADHERE TO ALL OF THE FOLLOWING FIRE SAFETY REGULATIONS:

- ❑ **WHOLE BUILDING/SYSTEM-WIDE FIRE ALARM** - Each condo unit is equipped with a system-wide fire alarm which emits a piercing alarm from one to two boxes on your upper wall. ALL Fire Alarms are serious business. You must EXIT the BUILDING RAPIDLY when you hear the alarm. The Fire Department responds to the alarm and will provide an All Clear when it is safe to re-enter the building.
- ❑ **INTERIOR SMOKE DETECTORS/ALARMS** - Each individual condo unit has several hard-wired smoke detectors with battery backups – hard wired means connected to the electrical system of the building's wiring. These are local alarms and do not transmit to the fire department. If one of these alarms goes off, the resident may correct the source of the problem, e.g. cooking smoke. Please note that if you open your hall door, you may activate the Whole Building Fire Alarm. Better to open your patio door. If this is an actual fire, call 911 or pull the fire alarm located at each end of the hallway.
- ❑ **SMOKE DETECTOR BATTERY** – It is the sole responsibility of the owner to insure that smoke detectors in the unit are in working order. When the backup batteries in the smoke detector go dead, the detector will continue to function, but will “chirp” until a new 9-volt battery is installed. It is the owner’s responsibility to install new batteries immediately. In addition, the smoke detectors originally installed at 200 River Landing Drive Phase I had a useful life of 10 years which expired in 2015. It is the owner’s responsibility to replace the smoke detectors within their unit when their useful life has expired. The Association shall be immune from liability for the failure of an owner to replace the batteries in a smoke detector in a timely manner or to replace the smoke detector at the end of its useful life (i.e., the expiration date shown on the detector). A ladder is located in each building for this purpose, usually on the 1st floor mechanical room, or on the 2nd or 3rd floor. When the tiny green light is glowing on your smoke detector, it is working properly.

- ❑ **HALLWAY FIRE EXTINGUISHERS** - There are two fire extinguishers and pull alarm boxes per floor, at each end of the hallway. Each resident should have and maintain an extinguisher in the unit, usually in a kitchen cabinet.
- ❑ **SPRINKLER SYSTEM** - In the ceiling or wall of each room, and on the terrace/balcony, there is a heat sensitive sprinkler head. If sufficient heat from a fire sets off a sprinkler, it will also set off the building alarm and call the fire department. Do not hit a sprinkler head or the whole water system will drain into your unit! Never hang anything from a sprinkler head. On the ceiling of the garage there is a dry sprinkler system.
- ❑ **ELEVATOR OPERATION IN A FIRE CALL** - If a fire alarm goes off, residents should use the staircases to exit the buildings. The elevators are pre-programmed to take various actions depending on the location of the fire and thus the elevator should not be used to exit the building.
- ❑ It is critical for the safety of all residents that owners and residents pay attention to fire safety rules associated with all appliances and electrical devices.
- ❑ **FIRE PITS, CHARCOAL/PROPANE/ELECTRIC GRILLS, HIBACHIS, AND WOOD BURNING GRILLS/SMOKERS ARE NOT ALLOWED ON TERRACES/BALCONIES AT ANY TIME.** Since the Fire Marshall does on site inspections, any violations will be the individual owner's or renter's responsibility.
- ❑ **ITEMS ON TOP OF STORAGE CAGES NEED TO BE ARRANGED IN SUCH A WAY THAT THEY MEET FIRE CLEARANCE REQUIREMENTS.** Fire regulations require a 24 inches ceiling clearance and nothing within 18 inches of a sprinkler head. Any violation of this requirement that results in a fine from the Fire Marshall will be the individual owner's or renter's responsibility.

FITNESS FACILITY

The Fitness Center is located in Building B and is accessible from 7:30 AM until 8:30 PM using your fob. Anyone attempting to use the facility before or after these hours will be asked to leave and/or will have their use privileges revoked.

Refrain from moving any of the equipment in the fitness facility as it can cause damage to the floor. Clean all fitness equipment after use.

FLOOR COVERING

FLOOR COVERING REQUIREMENTS & APPLICATION FORM

Article 13.22 of the Association's Master Deed states that no owner, occupant, or other person may install, place or maintain a hard surface flooring without first obtaining written approval of The Board of Directors (Board). This "Floor Covering Requirements & Application Form" expands this requirement such that the installation, etc. of all floor coverings must be pre-approved in writing by the Board. The application will be reviewed promptly upon receipt. However, the Board and when required its acoustical consultant, AS long as all documentation has been provided for the board to decide 15 days from date submitted to complete its (their) review(s) and to approve or deny the application.

Bedrooms of 2nd and 3rd floor units in these buildings must be floored with carpeting – wall to wall. At least seventy-five percent (75%) of the flooring (excluding kitchen and bathrooms) in 2nd and 3rd floor units shall have carpeting or area rugs. Depending on the type of flooring there are additional requirements. These are presented below.

1st, 2nd & 3rd Floor Units - Hard Surface Flooring(s)

To obtain written approval for replacing any of the flooring inside a 1st, 2nd & 3rd floor unit with a tile, stone, vinyl, hardwood floor, or any other hard surfaced flooring material the following steps must be completed:

1. The Unit Owner or Occupant must complete in full the application form that follows for each replacement floor covering and submit it (them), with all required attachments, to the Board at the below street or email address:

Board of Director – 200 River Landing Phase 1 HPR
 % Property Management Services (PMS)
 1340 Ben Sawyer Blvd. Suite G
 Mt. Pleasant, SC 29464
 Office: (843) 881-5459
 Fax: (843) 881-5616
 Email: lisa@charlestonpms.com

- 2a. If the application specifies that one or more Association pre-approved acoustical underlayment material will be used in all replacement hard surfaced flooring, then PMS will forward the application to the Board which will review the application and its attachments. Once satisfied that the application meets the Association's requirements the Board will without charge issue written approval to the applicant with or

without added conditions. This process may require a member of the Board to obtain additional information from the applicant. Pre-approved underlayments are identified below.

- W. E. Cork Company Soundless+ system with a thickness of $\frac{1}{2}$ " , www.wecork.com, Tina Crossland, (603) 778-8558, tcrossland@wecork.com.
- Ecore QTscu, minimum 10 mm thick acoustical underlayment, <https://www.ecoreintl.com/products/underlayment/qtscu>, Steven Naum, (770) 776-9235, scnaum@ecoreintl.com.
- Pliteq GenieMat RST, minimum 10 mm thick acoustical underlayment, www.pliteq.com , Hank Lux (Daltile), (843) 824-1970, hank.lux@daltile.com.

Applicants shall be aware that some of these products may not be appropriate for use under all types of floor coverings. For example, some manufacturers of vinyl tile and vinyl plank products may negate their product warranty if an underlayment that is too soft or too thick is installed directly beneath their product. It is the applicant's responsibility to select products and installation methods that are compatible and to verify with their supplier(s) that there are no warranty issues. The Board does not provide any review of these types of issues and conditions.

- 2b. If the application fails to specify that a pre-approved acoustical underlayment material will be used in all replacement hard surfaced flooring, then the applicant should include a check with the application for the application fee. The check is to be made payable to Quietly Making Noise, LLC (QMN) and at the time of publishing this document the application fee was \$325. The application fee is non-refundable and is subject to increase.

Upon receipt of that check PMS will forward that check with the application to the below address:

Quietly Making Noise, LLC
Attn: Lisa Schott
4521 Old Carriage Trail
Oviedo, FL 32765

QMN is the Association's acoustical consulting firm and will review the application to determine the adequacy of the acoustical design of the proposed floor covering modification. The application will be

reviewed by QMN and will either be a) approved, b) conditionally approved with comments, or c) rejected. QMN will communicate its conclusions and recommendations to the Board and applicant. This process may require QMN to obtain additional information from the applicant. After review and approval by QMN, the Board still has final authority to approve or reject the application and if approved has responsibility to issue approval in writing to the applicant with or without added conditions.

2nd & 3rd Floor Units – Carpeting

To obtain written approval for replacing any of the flooring inside a 2nd and 3rd floor unit with carpeting the Unit Owner or Occupant must complete Sections 1 thru 6 of the attached application form for each replacement floor covering and submit it (them) to the Board at the above described street or email address. The carpet pad should be the thickest and densest one recommended by the carpet manufacturer but to be approved in no case can the pad be less than 7/16 inch in thickness and 6 lb/ft³ in density.

1st Floor Units - Carpeting

To obtain written approval for replacing carpeted flooring inside a 1st floor unit the Unit Owner or Occupant must complete Sections 1 thru 5 of the attached application form for each replacement floor covering and submit it (them) to the Board at the above described street or email address. The Association has no specific requirements for the carpet pad for these units. However, the Board recommends that the applicant give appropriate consideration to the insulation properties of any underlayment selected.

If the application is approved, the applicant may proceed with the modification in exact accordance with the details outlined in the application and attached drawings, instructions, and other information. If the application is conditionally approved with comments, those comments must be incorporated into the design and/or installation.

The Board or its representative, as applicable, reserves the right to inspect the materials and installation at any point during the installation process for the sole purpose of verifying compliance with the approved application, and the applicant shall allow access to the Unit to allow such inspections.

If for any reason the application is found to be incomplete, the applicant will be notified of the deficiency (ies) and given an opportunity to submit additional information. If the additional information is not submitted within four (4) weeks, the application will be considered withdrawn by the applicant. Any future requests for floor covering changes will require submitting a new application and application fee where pertinent.

In the event that the application is rejected because of inadequacy of the acoustical design or other technical reasons, such as excessive weight or incompatibility of materials with the existing structure, the applicant will be informed of the reason for rejection and will have the option to select a different design, manufacturer, materials, and/or installation method. In this case, a new application form and application fee will be required.

The unit owner is responsible for removing any trash or bulk items during the installation of the floor coverings, which shall NOT be placed in the Association's trash chutes or dumpster area.

The unit owner will be liable for all costs incurred by the Association in repairing any damage to or performing any cleanup of the common elements, including disposal of any trash that results from the installation.

Failure to comply with this policy is considered a violation of the By-laws and the unit owner can be subject to such relief as authorized in Section 3.23 of the By-laws.

Even with all the measures taken above to reduce noise transmission, each unit Owner is reminded of Section 22.13 (f) of the Master Deed which says,

“No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another”.

APPLICATION TO REPLACE ANY EXISTING FLOOR COVERING

Page 1 of 2

<i>Section 1 - General Information</i>	
Name of Applicant	
Address (include Unit # and Building)	
E-Mail Address	
Day Time Phone Number	
Date of Application	
Proposed Installation Date	
<i>Section 2 - Location of New Flooring</i>	
Room(s) Affected (List all rooms in which new floor covering will be installed)	
<i>Section 3 - Existing Flooring Information (if more than one type is being replaced, use multiple lines)</i>	
Type of Floor Covering (tile, wood, etc.) and List of Room(s) where installed	
Type of Floor Covering (tile, wood, etc.) and List of Room(s) where installed	
Type of Floor Covering (tile, wood, etc.) and List of Room(s) where installed	
<i>Section 4 - Information about New Flooring (if more than one type will be installed, please explain and list all, use additional sheets if necessary)</i>	
Type of Floor Covering (tile, wood, etc.)	
Manufacturer	
Product Name	
Thickness	
Density or Weight	
<i>Section 5 - Information about Acoustical Underlayment / Carpet Padding</i>	
Manufacturer	
Product Name	
Type of Material	
Thickness	
Density or Weight	
Attachment Method (glue, peel-and-stick, etc.)	
<i>Section 6 - Information about Installer</i>	
Name of Installation Contractor (Company)	
Contractor's Telephone Number	
Name of individual overseeing the work to verify compliance with acoustical underlayment manufacturer instructions	

APPLICATION TO REPLACE ANY EXISTING FLOOR COVERING

Page 2 of 2

<i>Section 7 - Attachments – Required for Hard Surface Flooring(s) in 1st, 2nd & 3rd Floor Units</i>	<i>Check if attached</i>
Installation drawing, identifying all materials and their composition, weight, and thickness	
ASTM E492 test report from qualified acoustical test lab showing IIC rating*	
Installation instructions from acoustical underlayment manufacturer	
Qualifications and experience of installation contractor, including experience with acoustical	

* If required the acoustical test report must be for an open web wood truss floor / ceiling assembly. Test reports for concrete, steel, or other types of construction are not sufficient. Test reports not required if making use of a preapproved underlayment.

I (We) hereby acknowledge that I (we) have read and agree to the terms and conditions of the Floor Covering Requirements & Application Form. I (We) agree to be bound to the requirements and terms and conditions set forth in the Floor Covering Requirements & Application Form. I (We) declare that I (we) have completed, answered all questions, provided information, and attached all required documents in this application fully and truthfully. If there is damage to the common elements or units or other properties as a result of my actions and / failures, I (we) agree to pay the additional charges and that any such charges are collectible in the same manner as an assessment against my (our) unit.

Signature of Applicant

Date

GOLF CART CHARGING STATION

The charging station is at the end of Building F. A \$50 fee per calendar year can be mailed to the Property Management Company. A key will be mailed to you and there will be no refunds. Please lock electrical box at the charging station after each use. Residents cannot hang power cords off of their balconies or use electric plugs in garage.

GRILL AND GAZEBO

The community grill and gazebo are located on the northeastern end of Building F. Use of the grill is on a first come - first served basis. To operate the grill, open the locked compartment underneath the grill and turn on the propane tank. The code to unlock the compartment 3344. Residents who use the grill are responsible for cleaning the grill after it is used; turning off the propane tank; and, relocking the underneath compartment. Residents should report propane needs for the grill to a member of the Board of Directors. For residents who wish to use the grill in the evening, the grilling area is lighted. The lights are on a motion detector and will come on when residents use the grill. The grill and gazebo are not available for use after 10:00 pm.

HALLWAYS

The hallway and frame is considered Limited Common Elements. DO NOT alter your door by piercing its surface or using permanent tape. Non-permanent, removeable door hangers should be used. No objects or personal item hung on hallway walls or stored in the halls. No external doormats are allowed on carpeted hall areas.

HOME OWNER'S ASSOCIATION FEES - PAYMENT

Your monthly HOA Regime Fees can be paid by check (hard copy or electronic) or automatic draft. To set up an automatic draft, contact Property Management Services (PMS) at 843-881-5459.

INSURANCE COVERAGE POLICY

- The Association shall obtain and maintain at all times, as a Common Expense, property insurance to cover all buildings and common elements excluding finished surfaces of perimeter and partitions walls, floors, and ceilings within the Unit and any personal property within a Unit.
- The Association shall obtain and maintain, as a Common Expense, worker's compensation insurance, flood insurance, public liability and officer' and director' liability insurance, and any other insurances as the Board of Directors may determine to be necessary.

- Every Unit Owner shall be obligated to obtain and maintain at all times HO-6 property insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association (i.e., the finished surfaces of perimeter and partitions walls, floors, and ceilings within the Unit and any personal property within a Unit).
- Every Unit Owner should make sure their HO-6 insurance coverage adequately deals with the Master Deed language which, according to the courts, indicates that if a Unit or any portion of a Units is damaged as a result of a condition existing at another Owner's Unit, whether due to the other Owner's failure to maintain their Unit or not (regardless of whether said unit Owner was negligent or careless), the Owner of the Unit from which the problem occurred will not be responsible for repairing the damage to the Unit of the affected owner.
- Every Unit Owner shall be responsible for obtaining public liability insurance for liability arising within the Unit.
- In the event of a loss, every Unit Owner will be responsible for paying the deductible pertaining to his or her Unit. If the Owner fails to pay the deductible, the Association may pay the deductible and assess the cost to the Owner.

KEYS & SECURITY FOBs

Locking yourself out or losing your key may require the owner to contact a locksmith. Due to liability issues, neither Property Manager nor Board Members can unlock your door if you happen to lock yourself out. If you lose your security fob, replacements are available at the owner's expense. Contact the Property Management Company during normal business hours to obtain a replacement fob. The only time the lobby door and side entrance doors are deactivated is when there is a power outage.

MAIL & PACKAGE DELIVERY

Your mailing address must designate the building and unit number. Without both your mail will not be delivered properly. For example, the format can be D-401 or 401D.

MASTER DEED AND BY-LAWS

This "Community Information and Regulations" booklet provides an outline of some of the provisions of the Master Deed and By-Laws of the Association as well as rules and regulations passed by the Association Board of Directors as reflected in the minutes of Board meetings. A copy of the Master Deed and By-laws is provided to owner(s) at the time of purchase and can be found at: www.200riverlanding.com. The official Master Deed and By-Laws documents will govern.

MOVE IN / MOVE OUT POLICY

The following rules and regulations apply to Buildings D, F, and H at 200 River Landing Phase I Condominium Association.

- Move-in or move-out is defined as the beginning or end of the occupancy of a unit by an individual resident.
- All moves must be completed by 9:00 p.m. and must be scheduled with the Property Manager at least five days in advance and include the name of the moving company. All moves shall require payment of a non-refundable move-in/move-out fee of \$400 in advance of the move. If a resident is moving into or out of a furnished unit, the move in/move out fee is \$200. If the fee has not been paid, the Property Manager will not schedule the move. The fee is a one-time fee that covers both the move in/move out.
- The incoming or outgoing resident must notify the Property Manager via e-mail or phone of the desired date and time of the move-in/move-out. The name and contact information for the Property Manager is located in the elevator of each building. In order to complete the reservation request, the resident must provide his/her full name, address, home and work phone numbers, name of the moving company, and contact information for the moving company representative, including his or her phone number if available.
- The Property Manager will review whether other parties have made similar requests and will coordinate the reservations. Multiple moves per day are allowed at the discretion of the Property Management Company. The Property Manger will have the authority to prohibit any moves that have not been properly scheduled and authorized.
- The Property Manager will approve the move and will arrange for the elevator pads to be hung in the appropriate elevator and signs to be put up notifying residents that the elevator will be in use for moving.
- The resident and the resident's moving agent shall exercise all appropriate care to ensure that the common elements are not damaged during the move. This includes propping of doors, notify the security company of a move in/move out, putting down tarps or cardboard over flooring to insure that there are no scrapes, tears, or marks left on the tiled or carpeted floors.
- Residents must remove all personal furniture, trash and other personal items from any common areas and from their garage storage unit. Residents are prohibited from placing furniture of any kind, unbroken down cardboard boxes, or any moving materials in a trash chute, on the trash room floor or by the trash room

door in the garage. Residents are prohibited from placing anything other than bagged trash in the trash chute. The resident is responsible for arranging for a private carting company to remove any oversized furniture or other bulk items. All cardboard boxes must be broken down and placed by the trash room door in the garage.

- ❑ A resident is prohibited from using the elevators and entrances into the building for any move if the resident fails to abide by these rules and regulations. Failure to properly schedule the move with the Property Manager or to abide by these rules and regulations will result in a \$200 fine to the owner of the condo in addition to the move-in/move-out fee and the cost of any repairs and/or trash removal.

NOISE

Be considerate of those living below you. Place rugs under items that generate floor vibrations and avoid activities that generate heavy floor noise/vibrations. Be mindful of TV/music volume and terrace/balcony noise when entertaining. There should be no loud noise between 11:00 pm and 7:30 am.

PARKING

The garages at 200 River Landing Phase I are for the exclusive parking of a resident's car, truck, golf cart, or scooter which must be parked in the resident's designated parking space. Only one vehicle per parking space is allowed.

200 River Landing Phase I Condominium Association is a member of the Daniel Island Town Association (DITA). Thus, in addition to being subject to the rules and regulations established by the Association and the by-laws and master deed of the Association, residents are also subject to the Daniel Island Town Association (DITA) Covenants, Conditions & Restrictions (CCRs). Section 5(a) of the DITA CCRs indicates that the overnight parking of construction vehicles or equipment, mobile homes, recreational vehicles, boats and other water craft, trailers, stored vehicles or inoperable vehicles is not allowed on the streets or in parking lots. Construction vehicles and equipment shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary for construction within a Unit or the Common Area.

200 River Landing regulations prohibit the following from parking in the garages or overnight on the 200 River Landing Phase I property: construction vehicles or equipment, mobile homes, recreational vehicles, boats and other water craft, trailers, inoperable/junk vehicles, taxi cabs, buses, flat beds, oversized vehicles, and unlicensed vehicles. Construction vehicles or equipment and commercial branded vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary for construction within a Unit or a Common Area.

PEST CONTROL

Pest control employees will spray each unit on a quarterly basis. Owners/residents must provide a key to property management for this purpose or have someone available to allow entry into the condo. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of the chemicals used for pest control.

PET POLICY

If you have a pet and/or are thinking about getting a pet, all owners must abide by the following regulations:

- NO RENTERS will be allowed to have a dog.**
- Per the building Master Deed, only 2 pets are allowed per unit.**
- For the purpose of this policy, pets are defined as dogs, cats, birds in cages, and fish in tanks. Dogs, cats, and birds are restricted to weighing 50 pounds or less either as a single pet or the combined weight of two pets. No fish tank more than thirty (30) gallons in size should be installed, kept or used in a unit.**
- The Association charges a \$400.00 fee per pet at the time of move in or when a new/additional pet is acquired and \$100 annual fee per pet. If you have paid the fee for an existing pet and that pet is replaced, you do not have to pay an additional fee. All pet owners must provide to the Property Management Company an annual Certificate of Vaccination from a licensed veterinarian. The pet fee is used for maintenance such as dog waste stations.**
- No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior are as follows (this is not an exclusive list):**
 - Pets whose unruly behavior causes personal injury or property damage.**
 - Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for two hours or more to the disturbance of any person at any time of day or night.**
 - Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash or in a pet carrier.**
 - Pets that relieve themselves on walls or floors of common areas.**
 - Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.**
- Residents are responsible for the pets of guests who visit their unit and such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 30 days (consecutive or staggered) in any one-year period without the owner paying the required \$400 pet fee per pet.**

- Pet caregivers are responsible for any damage caused by their pets. In addition, any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- Pets shall not be kept, bred, or used for any commercial purpose.
- Pets must be confined to the pet owner's unit and must not be allowed to roam free in the halls or other common areas. Pets must not be left unattended on terraces/balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
- All dogs/cats must be walked on a leash when outside the unit. City of Charleston regulations require that *"no person owning or having possession, charge, custody or control of any animal shall cause, permit or allow the animal to stray or in any manner to run at large in or upon any public street, sidewalk, or upon the property of another, if such animal is not under a physical restraint or a leash so as to allow the animal to be controlled."* All residents must remember that "the property of another" applies to our hallways, stairwells, and lobbies.
- Persons who walk pets are responsible for immediately cleaning up after their animals and discarding the securely bagged pet droppings in the designated pet waste stations. Pet waste bags must never be placed in the lobby trash bin or down the trash chute. Dogs should be taken to the rear of the building area to urinate on the pine straw in order to prevent damage to the grass in front of buildings. According to the City of Charleston a pet owner can be fined up to \$500 for failure to pick up and properly dispose of dog waste. Cat litter must never be disposed of in toilets. Before cat litter is dropped down the trash chute, it must be cleaned of solid waste and must be securely double bagged.
- Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the condo and the common areas by individuals with disabilities.
- If you are attacked by someone's pet or feel threatened by the aggressive acts of someone's pet, contact Berkeley County Animal Control at 843-719-4210. If you have questions about the pet policy contact the Property Manger or any member of the Board of Directors.

POOL RULES AND REGULATIONS

RESIDENTS AND GUESTS WHO USE THE POOL AND POOL AREA AGREE TO FOLLOW ALL RULES AND REGULATIONS ASSOCIATED WITH POOL USE; UNDERSTAND THAT NO LIFEGUARD IS EVER ON DUTY; AND, UNDERSTAND THAT THEY USE THE POOL AND SWIM ENTIRELY AT THEIR OWN RISK. NO RESPONSIBILITY SHALL BE ATTACHED TO THE 200 RIVER LANDING CONDO ASSOCIATION OR ANY PERSON INVOLVED WITH THE ASSOCIATION IN THE EVENT OF INJURY, ACCIDENT OR LOSS.

To insure a safe and secure pool, the following rules MUST BE FOLLOWED AT ALL TIMES:

- Pool hours are from 9:00 am to 10:00 pm.
- Pool may NOT be used to provide commercial swimming lessons to children or adults.
- The pool is only open to 200 River Landing residents and their guests. All guests MUST be accompanied by a host who is 18 years or older and an owner or resident.
- Proper attire should be worn at the pool and street clothes and shoes are not allowed in the pool.
- The pool is not available for private parties. Children's parties may not occur at the pool.
- NO LOUD NOISE AT THE POOL, SUCH AS YELLING OR OVERLY LOUD RADIOS AND CD PLAYERS. No profanity.
- NO GLASS is allowed ANYWHERE in the pool area including on or around the tables and chairs.
- Residents who live adjacent to the pool have the right to the quiet enjoyment of their outdoor porches. Excessive noise, including radios and CD players, or unruly behavior at any time during pool hours is not allowed.
- The pool is cleaned and the chemical balanced per SC DHEC requirements. Bathrooms are cleaned in accordance with the swimming pool contract during the pool season. All residents using the pool should help maintain the good condition and cleanliness of the entire pool area, including the proper disposal of trash. If the trash bins are full, residents should take their trash to their residence.

- NO CHILD UNDER THE AGE OF 16 MAY USE THE POOL WITHOUT A PARENT OR GUARDIAN, WHO MUST BE 18 YEARS OR OLDER.**
- Unruly behavior, loud noise, excessive drinking, excessive guests, and/or taking up too much room in the pool with multiple large pool toys/floats will not be permitted. If we find that a resident is bringing in excessive guests and/or occupying excessive space that other residents would wish to enjoy, we will institute a limit on the number of guests that the resident can bring to the pool.**
- NO DIVING, pushing, wrestling, dunking or other boisterous play including running on the pool deck.**
- Residents and absent residents who do not use the pool may not convey their privileges to anyone else.**
- Smoking is not allowed at any pool on Daniel Island.**
- CHILDREN WHO ARE NOT POTTY TRAINED MUST WEAR SWIM DIAPERS.**
- No pets are allowed ANYWHERE at the pool.**
- When you are departing the pool, lower and secure the pool umbrellas and take all beach toys and floats with you. Also, place all trash in the trash bins. Items left in or around the pool will be thrown away.**
- BATHROOMS: Parents need to monitor the activities of their children in the bathrooms. Check bathrooms when leaving to turn off the lights and secure the door.**
- Gates entering the pool require use of the security fob and those entering or leaving should ensure that the gate closes securely. The Sonitrol Silent Alarm system is activated if any pool gate is left open, and the HOA Board and Police are notified. Individuals who prop open a gate or climb over the fence will be asked to leave the pool. A GREEN EXIT RELEASE BUTTON is located to the right of the men's bathroom door. You do not need a fob to exit if you use the central gate. Be sure the gate shuts securely behind you when entering or leaving. Never put weight upon the gate, as this can dislodge the shutting mechanisms. Residents may not give out fobs to friends or co-workers.**

PROOF OF INSURANCE

When an owner gets a letter from their mortgage company asking for proof of liability, casualty, and/or flood insurance, the owner should contact Atlantic Shield Insurance Company in Mt. Pleasant, SC. The telephone number is 843-856-2909. The Agency will send the requested insurance information directly to the mortgage company.

RIGHT OF ENTRY

The Association shall have the right to enter into a condo for maintenance, emergency, security or safety purposes. Except in an emergency situation, entry shall be during reasonable hours and after reasonable notice to the owner/resident.

RULES AND REGULATIONS OF THE ASSOCIATION

The Association has the right to make and enforce reasonable rules and regulations governing the use of condos including common elements, and the right to levy fees and fines. The Association has the right to enforce all rules and regulations established by the Association as well as all provisions of the Master Deed and By-Laws. Failure to abide by the rules and regulations of the Association as well as the Master Deed and By-laws will result in implementation of rules and regulations enforcement procedures.

RULES AND REGULATIONS ENFORCEMENT PROCEDURES

WHEREAS the Board of Directors of the Phase I 200 River Landing Condo Association, Inc. ("Association") has the power to exercise for the association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the Master Deed and Bylaws ("Condominium Documents"); and,

WHEREAS the Board of Directors shall from time to time promulgate and amend rules and regulations, including rules for the use of common area and facilities, pursuant to Bylaws Article 3.23 paragraph one; and,

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association; and,

WHEREAS the Board of Directors shall have the right to impose reasonable fines for violations of the rules and regulations, pursuant to Bylaws Article 3.23 paragraph two;

THEREFORE, BE IT RESOLVED that the Association will adopt the following Rules Enforcement Policies:

The following is a schedule of the procedures to be followed and fines that can be imposed for non-compliance with the Condominium Documents and rules, regulations, covenants, conditions or restrictions established by the Board of

Directors:

- ❑ **AN INFORMATIVE NOTICE OF VIOLATION** will be given to a Unit Owner and resident for the first violation of the Condominium Documents, Rules and Regulations by the Property Manager or a member of the Board by contacting the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents, Rules and Regulations. A written report of the contact will be prepared and forwarded to the Property Manager.
- ❑ **A FORMAL WRITTEN WARNING** will be sent to a Unit Owner and resident for a second violation of the Condominium Documents, Rules and Regulations. The written warning will specifically spell out that subsequent violations may result in fines and will detail the fine schedule. The second violation does not need to be the same violation as the first violation in order for a formal written warning to be written.
- ❑ **A ONE HUNDRED FIFTY DOLLAR (\$150.00) fine** may be assessed against a Unit Owner for a third violation of the Condominium Documents, Rules and Regulations. If the third violation is unrelated to the first two violations, the resident will be given an opportunity to correct the violation. If the violation is corrected within five days, a fine will not be assessed. If the resident does not correct within five days, or the third violation is similar to one of the first two violations, a \$150 fine may be assessed.
- ❑ **A THREE HUNDRED (\$300.00) fine** may be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents, Rules and Regulations.
- ❑ **Notwithstanding paragraph immediately above, a FIVE HUNDRED DOLLAR (\$500.00) fine** may be assessed for each violation of the Condominium Documents, Rules and Regulations, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - The violation is in direct defiance of a previous mandate from the Board of Directors.
 - The violation was malicious in its intent.
 - The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents, Rules and Regulations.
 - The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined.
 - Absolutely NO roof parties.

- ❑ Notwithstanding paragraphs above, a TWO THOUSAND DOLLARS (\$2,000.00) fine may be assessed to an Owner for any violation of the regulations which specify that "No condo can be used for or subject to any type of vacation time sharing plan or any vacation time sharing ownership or lease plan. No condo can be rented out on a daily, weekly or monthly basis nor can rooms within a condo be rented/leased separately."
- ❑ Notwithstanding paragraphs above, the Board of Directors shall be entitled to recover from the owner of the condo the cost of repairs or remedy for any violation of the Condominium Documents, Rules and/or Regulations that results in a monetary cost to the Association to repair, correct or remedy.
- ❑ The failure of the Board to enforce any provision of the Master Deed, Bylaws or any rule or regulation and/or to impose a fine shall not be deemed a waiver of the right of the Board to do so thereafter.
- ❑ Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

The Board may also assess a unit owner who has violated the Condominium Documents, Rules and Regulations for the actual attorney fees incurred and/or associated with reviewing the facts and the Condominium Documents, Rules and Regulations and advising the Board.

In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

Any Unit Owner or resident who has been accused of violating the Condominium Documents, Rules and/or Regulations or has received notice of a fine may demand in writing that the matter be heard by the Board of Directors in accordance with Section 3.24 (b) of the Association By-laws.

The complete rights and duties of the Board of Directors, Owners and residents as it pertains to authority and enforcement of Condominium Documents, Rules and/or Regulations can be found in sections 3.23, 3.24, and 3.25 of the By-laws of 200 River Landing Drive Phase 1 Condominium Association, Inc.

SECURITY

In order to keep our buildings secure, it is essential that you use your fob and never let anyone into the building that you do not know. In order for delivery services such as UPS and the Postal Service to enter the building, they are given a special code that

enables them to open the front door. Do not ask the vendor for the code. If you should learn the code, it is absolutely essential that you never give out the code to anyone. Building security is the responsibility of all residents.

The Association provides measures and/or takes actions which directly or indirectly improve safety and security. However, it is the responsibility of each owner/resident/guest to protect their persons and property and all responsibility to provide security for such rests solely with the owner/resident/guest. The Association is not in any way considered insurers or guarantors of security within the condominium, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security.

SMOKING

Smoking is not permitted in any common areas at 200 River Landing including the lobby, garage, halls, stairwells, or pool. If you do smoke, dispose of butts correctly and do not throw them off of your terrace/balcony or on the grounds surrounding our community.

STORAGE UNIT IN GARAGE

Storage spaces shall be used solely for the purpose of storing personal property belonging to the owner/resident of the condo to which such storage unit is assigned. No owner/resident shall store any explosives, or any flammable, odorous, noxious, corrosive, and hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance. No items should be stored in the storage units that could supply food or nesting materials for rodents or other pests. No items should be stored in front of the storage unit.

Items stored on top of the storage unit must meet City of Charleston fire clearance requirements. Fire regulations require a 24 inch ceiling clearance and nothing within 18 inches of a sprinkler head. Any violation of this requirement that results in a fine from the Fire Marshall will be the individual owner's or renter's responsibility.

TERRACES/BALCONY

No object of any type is permitted to be hung on the stucco wall on a patio/balcony that entails penetrating the stucco. Nothing should ever be hung from the sprinkler heads on the terrace/balcony.

You may not apply nails or screws to the porch columns nor hang any objects or plants.

The permitted type of window box is the wire green "cage" with moss, which may be attached to your railing. Any exception must be approved by the Board.

Nothing should ever be thrown off of any terrace/balcony including cigarette butts, trash or liquids of any kind. If you are using cleaning compounds on your terrace/balcony, be sure that caustic/harsh liquids such as bleach do not run over the side of the terrace/balcony. This can cause damage to anyone walking below your terrace/balcony and to plant life below the terrace/balcony. If you are looking to remove a mold stain from your terrace/balcony, spray with a vinegar and water solution, not bleach.

Bottled gas grills (propane) and electric grills are allowed on terraces/balconies but it is critical that the grill be properly turned off after use. Propane heaters are allowed if U/L approved.

FIRE PITS, CHARCOAL GRILLS, HIBACHIS, AND WOOD BURINING GRILLS/SMOKERS ARE NOT ALLOWED ON TERRACES/BALCONIES AT ANY TIME.

TRASH DISPOSAL

Place all your trash, including newspapers, into a tied sturdy plastic bag. As the trash chutes lead straight down to the compactor, trash that is not bagged spills out of the gap between the bottom of the chute and the top of the compactor onto the floor – and this attracts unwanted guests like rats. Never place loose items, food, cooking oil, or dog waste down the trash chute. Boxes should not be thrown down the chute. Boxes should be broken down and placed in the garage by the trash room. Bagged trash should not be left at the garage trash room door.

Do not leave large items (chairs, TV's, etc.) at the trash door in the garage. Residents are responsible for hauling off discarded large items such as TV's and furniture.

VENDORS

Vendors that are hired by residents to replace HVAC units or other large projects such as: plumbing, flooring, etc., will have to register the vendor with the Property Manager with a date, time and location. All vendors must be bonded and insured.

WATER LEAKS

If you discover a water leak in your condo, you should IMMEDIATELY shut off the water going into your unit by closing the shut off valve located in the same area as your water heater. Contact a plumber immediately. If renting, you should call the rental manager or owner. It is also recommended that you periodically check the water heater area for leaks as well as under bathroom/kitchen sinks and around commodes.

WINDOW/ GLASS DOOR REPAIR

In accordance with the Master Deed, the Condo owner is responsible for the maintenance of windows, window frames and casings, and glass doors located in the unit.

When an owner has an issue with a window or glass door (broken glass, the window/door does not open or close properly, etc.), it is the owner's responsibility to identify someone to repair the window or glass door; negotiate a repair price; and, pay the contractor once the window is repaired. However, in making a repair to a window or glass door, the owner/resident cannot change the appearance of the window / glass door or lessen the existing architectural specifications. To insure that all repairs meet standards, the owner/resident must submit to the HOA Board a written description of the work to be performed and the materials to be used prior to the owner/resident authorizing the work. Once the Board has approved the repair/replacement request, the owner/resident can move forward with the repair. Work on the internal mechanisms of the window such as springs and latch that are not visible do not require Board approval unless they alter in any way the appearance of the window or door.

If you have any questions about obtaining Board approval contact the Property Manager or any member of the Board.

WINDOW TREATMENTS

Window treatments must be white or cream, including blinds and/or shutters.

WHO TO CALL ABOUT COMMON AREA MINOR EVERYDAY ISSUES

For day-to day problems or malfunctions in the property electrical or mechanical systems in the common areas such as garage door failure, elevator doors, trash chutes, and cleaning concerns contact our Property Manager.

Renters should contact their Leasing Agent or the condo owner with any issues or problems that occur within the confines of the condo.

WHO TO CALL FOR MAJOR EMERGENCY ISSUES

In case of fire, pull one of the alarms located in each hallway and/or call 911.

For medical/police emergencies call 911. If you need the police but it is not an emergency, 843-743-7200 calls the Police Dispatch Office.

QUESTIONS

If you have questions about any of the information contained in this booklet, contact the 200 River Landing Property Manager or a member of Board of Directors. You can find their names and contact information in the elevators of each building lobby.

200 RIVER LANDING DRIVE PHASE 1 CONDOMINIUM ASSOCIATION
COMMUNITY RULES DATED JULY 2022
(29 PAGES EXCLUDING THIS SIGNATURE PAGE)
SIGNATURE AND ACKNOWLEDGEMENT

Phil Paquette
Phil Paquette, President

Winslow Johnson
Winslow Johnson, Secretary

ACKNOWLEDGEMENT INDIVIDUAL Section: 26-3-70

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

The foregoing instrument was acknowledged before me this

30 day of October, 2023, by Phil Paquette, President, of 200 River
Landing Drive Phase I Condominium Association and by Winslow
Johnson, Secretary of 200 River Landing Drive Phase I Condominium
Association.

Todd Erickson

Notary Public of _____

My Commission Expires: _____

TODD ERICKSON
Notary Public, State of South Carolina
My Commission Expires 10/8/2031

