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STATE OF SOUTH CAROLINA) AMENDMENT TO THE DECLARATION OF
) COVENANTS, CONDITIONS, RESTRICTIONS
COUNTY OF CHARLESTON) AND EASEMENTS FOR PLANTER'S POINTE

THIS AMENDMENT, made on this 22nd day of October 2013 as hereinafter set forth by PLANTER'S POINTE HOME OWNERS ASSOCIATION, INC., a South Carolina Non-Profit Corporation.

WITNESSETH:

WHEREAS, certain property known as Planter's Pointe in the County of Charleston, State of South Carolina, is subject to the covenants, conditions, restrictions and easements known as the "Declaration of Covenants, Conditions, Restrictions and Easements for Planter's Pointe, dated December 1, 1995, and recorded in Deed Book W-262 at Page 706, as subsequently amended and supplemented by Instruments recorded in Book S-277, Page 469; Book N-272, Page 656; Book N-272, Page 652; N-272, Page 648; Book P-263, Page 858; Book D-294, Page 750; Book V-317, Page 247; Book N-306, Page 328; Book F-339, Page 681; Book Y-339, Page 173; Book B-347, Page 721; Book H-347, at Page 662; Book R-360, Page 166; Book E-395, Page 502; Book M-396, Page 598; Book O-397, Page 523; Book U-406, Page 554; Book U-406, 564; Book A-427, Page 625; Book T-425, Page 607 and T-425, Page 614 (collectively known hereinafter as the "Covenants"); and

WHEREAS, Article X, Section 4 of the Covenants provides that the Covenants may be amended if such amendment is approved, in writing, by 67% of the Class A Lot Owners with one (1) vote per lot; and

WHEREAS, the necessary written approval was obtained and is on file at the office of the Planter's Pointe Homeowners Association, Inc.; and

NOW, THEREFORE, know all men by these presents, that, in accordance with the requirements of Article X, Section 4 of the Covenants, the Covenants are hereby amended as follows:

1. **ARTICLE II, SECTION 1** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of the Common Area and to impose reasonable limits upon the number of guests who may use the Common Area; (b) the right of the Association to suspend the voting rights and right to use any Common Area and/or Recreational Facility by an Owner: (i) for any period during which any assessment against his Lot remains unpaid; and, (ii) for a period not to exceed sixty (60) days, for

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any infraction of its published rules and regulations; (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; (d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area; (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; and (f) the right of the Association to exchange portions of the Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas; and (g) the right of the Association to establish regulations regarding the operation, maintenance or storage of any boat or other kind of watercraft on the Property or the waters of any pond.

2. **ARTICLE IV, SECTION 1** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 1. ASSOCIATION'S RESPONSIBILITIES AND CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

A. The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. The Association shall also maintain: (a) all entry features, including the expenses for water and electricity, if any, provided to all such entry features; (b) streetscapes located at other street intersections within the development; (c) all cul-de-sac islands located in the development; (d) landscaping originally installed by the Declarant whether or not such landscaping is on a Lot; (e) all lakes, ponds and dams, slopes, and appurtenant structures located within the Common Area; (f) all drainage and detention areas which were originally maintained by the Declarant, to the extent such areas are not maintained on an ongoing basis by a local governmental entity; and (g) all property outside of Lots located within the development which was originally maintained by Declarant, including those areas designated as landscape easements. (h) The Association shall also carry out its obligations under the Wando Plantation Master Association, Declaration of Covenants, Conditions and Restrictions recorded in the RMC Office for Charleston County, South Carolina in Book D253 at page 183, which by this reference is made apart hereof and may but is not obligated to enter into other agreements concerning the sharing of costs as is deemed desirable by the Board to carry out the obligations of the Association hereunder.

B. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3. **ARTICLE IV, SECTION 5** of the Covenants shall be deleted in its entirety so that after amendment, it will read as follows:

SECTION 5. ASSESSMENTS RELATED TO THE WANDO PLANTATION MASTER ASSOCIATION RESTRICTIONS. This Section has been deleted in its entirety.

4. **ARTICLE IV, SECTION 6** of the Covenants shall be renumbered to **SECTION 5** and will read as follows:

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. **ARTICLE V, SECTION 1** of the Covenants shall be deleted in its entirety so that after amendment, it will read as follows:

SECTION 1. IMPROVEMENTS. No building, fence, wall or other structure or commercial or major planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural committee (hereinafter referred to as the "Architectural Control Committee"). The Architectural Control Committee shall be the Declarant until all of the Lots in Planter's Pointe have been fully developed, permanent improvements constructed thereon, sold to permanent residents or until such time as Declarant notifies the Board that Declarant's rights and obligations as Architectural Control Committee shall be terminated. Thereafter the Board shall have the right, power, authority and obligations to establish a successor Architectural Control Committee as a committee of the Association and provide rules and regulations pursuant to which such committee shall act. It is acceptable for the Board to assign various functions of the architectural committee to an outside architect or some other individual(s) the Board deems

appropriate. Architectural Control Committee decisions may be appealed by a homeowner to the HOA Board. The HOA Board will review the appeal and determine the final decision with a majority vote.

6. **ARTICLE V, SECTION 2** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 2. PROCEDURES. (a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefore, showing the nature, kind, shape, height, materials and location of the same, to the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article. In addition to the rights of the Architectural Control Committee provided herein, the Architectural Control Committee, as appropriate, shall have the right at any time to adopt an architectural review program pursuant to which plans relating to all proposed Improvements on the Property shall be submitted for review by an independent architectural review consultant engaged by the Architectural Control Committee for this purpose. In the event such a program is adopted, for each review conducted by the architectural review consultant, a review fee not to exceed two hundred (\$200.00) dollars shall be paid by the Owner to the Architectural Control Committee at the time of submission of the plans for review. Such fee shall be subject to adjustment from time to time by the Architectural Control Committee based upon any increases in the charges of the architectural review consultant.

(b) Upon approval by the Architectural Control committee of any plans and specifications submitted pursuant to this Declaration, copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specification or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. Approval by the Architectural Control Committee of submitted plans and specifications shall remain effective for a period of six months from the date of notification. In the event that improvements contemplated under such approval have not been started prior to the end of the six month period, then plans and specifications must be resubmitted and a new approval given by the Architectural Control Committee prior to performance of any part of the work. In the event that improvements contemplated under such approval have commenced but have not been completed prior to the end of the six month period, then the Architectural Control Committee shall have the right to compel the property owner to complete the work immediately, the owner's sole expense, and shall have the right to assess a penalty of \$100 per week until such improvement is complete as approved.

(c) The Architectural Control Committee, with approval from the HOA Board of Directors, may excuse compliance with such architectural requirements as are not necessary or appropriate in specific situations and may permit

compliance with different or alternative requirements. Compliance with the design review process provided herein or in any guidelines of the Architectural Control Committee is not a substitute for compliance with building, zoning and subdivision regulations of the Town of Mount Pleasant or Charleston County, South Carolina, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction. Approval by the Architectural Control Committee does not necessarily assure approval by the appropriate governmental board or commission in the Town of Mount Pleasant or Charleston County, South Carolina.

(d) Neither Declarant, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

7. **ARTICLE VI** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

ARTICLE VI. EXTERIOR MAINTENANCE. The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements.

In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Planter's Pointe, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall

first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have thirty (30) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Planter's Pointe shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

8. **ARTICLE VII, SECTION 3** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 3. WALLS AND FENCES.

(a) No fence shall be erected, placed or altered on any lot before the property owner has submitted a permit request and has received, from the Architectural Control Committee, written approval to do so. No fence shall be constructed that is more than five feet above ground level, measured at the highest point. No fence shall be constructed closer to the street than the rear corner of the house, with the following exceptions:

(i) Where fences exist on adjoining lots, new fence construction shall abut those existing fences, or where permission of the existing fence's owner is granted, shall attach to the existing fence. In no case shall a new fence be constructed parallel to an existing fence where less than twenty feet shall separate the two. New fences shall join existing fence lines which parallel the rear property lines of adjoining properties, except in those cases where fences on either side of the property in question shall be constructed on the same line and then the property owner requesting approval for a new fence shall be allowed to choose which adjoining fence to match. In any case, where a fence is constructed parallel to the rear property line but is offset from that rear property line, then such rear fence shall include either a thirty or thirty-six inch wide gate in order to provide direct access to the unfenced portion of the property for mowing and maintenance by the property owner.

(ii) Where the rear corners of adjacent homes are not the same distance from the street, the property owner whose rear house corner is further from the street shall have the option to extend his fence beyond the rear corner of the house to the point that parallels the rear corner of the adjacent house on that side, but then only with written approval of the A.C.C.

(b) Fence styles shall be restricted to one of the designs approved by the Architectural Control Committee, subject to the height restrictions of paragraph (a) above, and to the follow additional restrictions:

(i) Fences may be painted, but the paint color is restricted to white, unless otherwise approved by the Architectural Control Committee.

(ii) Fences not painted shall be treated, beginning no later than six months after construction, with a commercial preservative to prevent deterioration and shall be retreated at least biennially (every two years) thereafter.

9. **ARTICLE VII, SECTION 14** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 14. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE.

Live trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. Trash cans, garbage cans, recycling containers or any other refuse, construction or yard debris shall be kept in an area concealed from the street except on the scheduled pick-up day or the immediately preceding evening. All residential utility service and lines to residences shall be underground.

10. **ARTICLE VII, SECTION 16** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS.

No house trailers or mobile homes, school buses, trucks or commercial vehicles of one (1) ton capacity or more, boats or boat trailers, motor homes, motorcycles, campers, and vans shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. Notwithstanding the foregoing, passenger automobiles may be parked in driveways. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

11. **ARTICLE VII, SECTION 32** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 32. ADDITIONAL REQUIREMENTS FOR LOTS FRONTING ON ANY BUFFER AREA OR POND. Lots bordering any buffer area or pond shall be subject to the following additional restrictions:

(a) The Home Owner's Association shall maintain the buffer area and mow the area between the edge of any pond and all areas not covered by water, even though the same may be reserved as a part of the pond or lagoon.

12. **ARTICLE X, SECTION 2** of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

SECTION 2. EXCUSED COMPLIANCE. Anything to the contrary contained herein notwithstanding, the HOA Board of Directors, by a majority vote, may excuse compliance in whole or in part with any of the conditions, covenants, restrictions and reservations provided herein, in any Supplemental Covenants or in any amendment or supplement hereto, or a variance document, and may permit compliance with different or alternative requirements, if the HOA Board of Directors determines in the exercise of its good faith judgment that such action is warranted to promote orderly development, harmony, and utilization of the property for the benefit of all Owners.

SCRIVENER'S ERROR CORRECTIONS TO THE COVENANTS (No vote required for the changes):

1. **ARTICLE III, SECTION 2** of the Covenants shall be deleted in its entirety due to scrivener's errors and replaced so that it will read as follows:

SECTION 2. Prior to December 31, 2005, the Association had two (2) classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each lot it owns as shown on the plat for Planter's Pointe. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on December 31, 2005;
- (c) when Declarant elects by notice to Association in writing to terminate its Class B membership.

2. **ARTICLE VII, SECTION 11** of the Covenants shall be deleted in its entirety due to scrivener's errors and replaced so that it will read as follows:

SECTION 11. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Every dog shall be restrained from leaving its owner's lot by fencing, leash, chain, electronic fencing or other means and shall be under leash at all times when off the owner's property. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 11, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 11 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that

portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

3. **ARTICLE VII, SECTION 17** of the Covenants shall be deleted in its entirety due to scrivener's errors and replaced so that it will read as follows:

SECTION 17. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials are found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Association.

4. **ARTICLE X, SECTION 8** of the Covenants shall be deleted in its entirety due to scrivener's errors and replaced so that it will read as follows:

SECTION 8. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

All other provisions of the Covenants shall remain in full force and effect.

{Signatures on the Following Page}

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