

Board Promulgations

Supplement to the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, Inc.

This Document is the Property of:

**Oakview Property Owners' Association, Inc.
A South Carolina Limited Company**

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Board Promulgations

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WHEREAS, Section 6.1 of the Declaration of Covenants, Condition and Restrictions for Oakview Property Owners' Association, Inc. dated November 27, 2000 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 6, 2000 in Deed Book 1360 at page 1335 ("Covenants") provides, in part, that:

All Owners and Occupants must comply with these use restrictions and rules. These use restrictions may only be amended as provided in this Declaration.

In addition, the Board may, from time to time, without the consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Property. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the majority of the Total Association Vote.

The use restrictions and rules shall take effect thirty (30) days after mailing notice thereof to all Owners in Oakview.

The following represents a summary of Board Promulgations distributed to Owners since the first Annual Owners Meeting on October 5, 2005.

Increases in Compliance Deposits Approved: February 2, 2006
Collection Policy Approved: March 16, 2006
Change (reduction) of late payment fee for April to December: April 30, 2007
Date approved by Board: June/19/2007
Changes to paragraph sequencing and attorney collection policy: April 15, 2008
Revised by Board: September/4/2008
See minutes of meeting July/22/2009. Re-issued to all members June/30/2009
Revision to pool security. Re-issued: April/19/2010
Right to vote and use of pool facilities suspended while assessments remain unpaid: April/19/2010
Clarification on late payment of assessment dues: March/2011
General revision of layout and clarification: March/2011
Revision to effect of late-payment of assessment dues: June/7/2011
Revoked the provision for temporary yard enclosure: June/7/2011
Revision to Collection Policy, Garages/Vehicles and Parking: May/19/2014
Revision to schedule of Fees and Fines: March/1/2015
Revision to Architectural Standards for Improvement of Lots: May/29/2015
Increases in Compliance Deposits Approved: September 18, 2018

Date of distribution to Owners: 4/5/2006
Date of distribution to Owners: 6/30/2009
Date of distribution to Owners: 4/19/2010
Date of distribution to Owners 6/21/2011
Date of distribution to Owners 5/22/2014
Date of distribution to Owners 3/15/2015
Date of distribution to Owners 6/26/2015

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COVENANTS SECTION 4.5. SPECIFIC ASSESSMENTS - FEES AND FINES

At the discretion of the Board, Owners may be charged the cost incurred in bringing the Lot into compliance with the Covenants, and costs incurred as a consequence of the conduct of the Owner or Occupant, their agents, contractors, employees, licenses, invitees, or guests; provided the Board has given the Owner prior written notice and opportunity to cure (Section 4.5.2. of the Covenants).

Notices followed by invoices with the charges, explanation, and references shall be mailed to the Owners. Such charges if not paid by Owner shall be treated as Specific Assessments against owner's lot and recovered in the same way as Annual and Special Assessments. Until further notice the Board has agreed on the following Schedule of Fees and Fines:

Construction Deposits, Fees and Violations

Home Construction and Site Work: Gold Oak Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants. If this occurs and the Owner does not make good the damages, the deposit shall be used to repair Common Property and as a fine. Any balance shall be refunded.	Homeowner \$3,000.00 Deposit Builder \$3,000.00 Deposit Refund will be made less the cost of repairs to Common Property and Fines.
Home Construction and Site Work: Sterling Pointe Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants. If this occurs and the Owner does not make good the damages, the deposit shall be used to repair Common Property and as a fine. Any balance shall be refunded.	Homeowner \$4,000.00 Deposit Builder \$4,000.00 Deposit Refund will be made less the cost of repairs to Common Property and Fines.
Home Construction and Site Work: Silver Oak Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants. If this occurs and the Owner does not make good the damages, the deposit shall be used to repair Common Property and as a fine. Any balance shall be refunded.	Homeowner \$5,000.00 Deposit Builder \$5,000.00 Deposit Refund will be made less the cost of repairs to Common Property and Fines.
Minor Construction and Alterations requiring concrete work. Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants.	\$1,500.00 Deposit
Minor Construction and Alterations without concrete work. Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants.	\$500.00 Deposit
Review of Architectural Plans and Issue of Oakview Building Permit. Not refunded.	\$200.00
Any construction and alteration to existing approved construction without ARB approval	\$500.00 This violation could warrant expulsion of the general contractor from the POA Property (see note)
Construction does not conform to plans as approved by the ARB.	\$500.00 This violation could warrant expulsion of the general contractor from the POA Property
Clearing of site or unauthorized tree/vegetation removal without approval of Oakview ARB building plans.	\$500.00 This violation could warrant expulsion of the general contractor from the POA Property
Failure to provide adequate trash receptacles, or failure to keep site clean of debris.	\$100.00 per violation, plus \$100.00 per day until compliance
Improper trash hauling causing damages to adjoining vacant lots or POA Property.	\$100.00 per violation, plus cleanup cost
Failure to provide and properly site portable toilet (door facing construction).	\$100.00 per violation, plus \$100.00 per day until compliance
Trespass onto adjoining vacant lots or POA Property by personnel, vehicles, equipment, material storage, etc.	\$100.00 per violation, plus restoration cost
Loud music, language, or inappropriate behavior.	\$100.00 per violation, per day
Damage to road pavement, curbs, and road right-of-ways.	\$200.00 plus restoration cost
Work not completed in (12) twelve months. ARB may approve extension and in writing.	\$50.00 per day

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Landscaping does not conform to plans as approved by the ARB (Ornamental fountains, Waterfalls, Pools, Statuary, Trellises, Stationary and Mobile Ornaments, Lighting, Patios, Decks, Dog Runs, Equipment Enclosures and other Miscellaneous Installations as defined in the Covenants)	\$500.00
Other violation of the covenants, rules & regulations	\$50.00 per occurrence per week outstanding

Other Violations

Damages to Common Property, removal of trees and vegetation	Actual replacement cost +\$200.00 fine
Unauthorized removal of trees on private Property	\$200.00 per tree
Illegal parking on Owner Lot (parking on lawn)	\$50.00 per occurrence/per day
Illegal parking on un-built Owner Lot	\$50.00 per occurrence/per day & towing
Illegal parking on Common Property or roads	\$50.00 per occurrence/per day & towing
Non-compliance with the animal and pet policy	\$50.00 per occurrence
Violation of pool rules and entry permissions	\$50.00 per occurrence
Non-compliance with Owners Property Responsibilities	\$50.00 per occurrence per week outstanding
Other violation of the covenants, rules & regulations	\$50.00 per occurrence per week outstanding
Open fires on private lots or POA Property	\$200.00 per occurrence

Any Owner or Occupant who has repeatedly violated, or has allowed to be repeatedly violated, the use restrictions and rules and regulations set forth in the Covenants, Bylaws or this Supplement to the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, Inc. may be fined up to four (4) times the amount stated in the schedule of fees and fines upon the occurrence of the fifth (5th) violation of the same use restriction, rule or regulation, and for each such violation occurring thereafter, so long as not more than one hundred eighty (180) days has elapsed between the fourth (4th) violation and the fifth (5th) violation.

The above fines for ARB violations apply to new, additional, and replacement construction.

The scope of the change and its impact on the surroundings will be taken into consideration in determining the actual amount of the fine within the specified limits.

The ARB may also require the removal of any unapproved work and the restoration to the original condition(s) or other mitigation.

The ARB has the authority to adjust or waive the amount of any fine to compensate for mitigating circumstances.

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COVENANTS SECTION 4.8. **COLLECTION POLICY – EFFECT ON NON-PAYMENT OF ASSESSMENTS**

The policy of collecting annual association assessments shall be fair, equitable and reasonable to all Property owners. If a Property owner approaches the Board of the Association before the account becomes overdue and presents a hardship case to the Board for considering late or installment payments of the annual association dues, the Board may, at its discretion, allow late/installment payments including the late charges.

1. Any assessments (or installment of same), which are not paid when due shall be delinquent.
2. Due Dates
 - a. Annual Assessment. Annual association assessment is due January 1 each year, unless the Board establishes and publishes a revised date three (3) months prior to year-end. Each homeowner shall receive an invoice for the annual association assessment together with an expense budget summary.
 - b. Specific Assessments. These include administrative/finance charges (late payment fees and interest charges), fines, legal charges, etc. as they occur during the year. These assessments are due on receipt of invoice.

The administrative/finance charge or interest charge is applied to overdue and installment accounts. This charge is levied to partially offset the additional administrative expense incurred by the accounting firm to maintain records of overdue accounts and monthly processing of reminder statements.

3. Non-payment of Assessments
 - a. Annual Assessment. Any balance of the annual assessment, which is delinquent, shall incur progressive administrative/finance charge (late payment fee). The statement shall show payments due including the late payment fees after the months ending January, February, March, etc.
 - Payment is 1 month overdue:
The administrative/finance charge (late payment fee) is \$30.00
 - Payment is 2 months overdue:
The administrative/finance charge (late payment fee) is \$60.00
 - Payment is 3 months overdue:
The administrative/finance charge (late payment fee) is \$90.00
 - Payment is 4 and more months overdue:
The administrative/finance charge (late payment fee) is \$30.00 or 12.0% compounded per month, whichever amount is greater, for the 4th month and all subsequent months until the dues are paid in full. The rate may be changed at the Board's discretion from time to time.

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- b. Residual Amount of Annual Assessment and applicable late charges. Any balance of the annual assessment, which is delinquent, shall incur an administrative/finance charge (late payment fee). The administrative/finance charge (late payment fee) is \$10.00, or 12.0% compounded per month, whichever amount is greater. The rate may be changed at the Board's discretion from time to time.
 - c. Specific Assessments (Fines, etc). Any balance of the specific assessments, which is delinquent, shall incur an administrative/finance charge (late payment fee). The administrative/finance charge (late payment fee) is \$10.00, or 12.0% compounded per month, whichever amount is greater. The rate may be changed at the Board's discretion from time to time.
 - d. Hardship concession approved by the board for Annual Association Assessment. Owners shall agree to a payment plan. Owners without the payment plan are not entitled to installment payments and the reduced interest rate. Installment payments shall not go beyond the month of October in that year. The administrative/finance charge (late payment fee) is \$10.00, or 7.25% compounded per month, whichever amount is greater. The rate may be changed at the Board's discretion from time to time.
 - e. Magistrate Court Judgments. The interest charge is the % rate provided by the courts and is applied to the judgment balance monthly (which may or may not be the amount in the QuickBooks accounts). The Board cannot amend the rate.
4. Collection Process. All assessments and expenses shall be charged to owners. This includes administrative expenses, collection (legal) expenses, fines, and late payment fees, etc. The statement shall show all unpaid accounts receivable transactions at the close of each month, e.g. January, February, March, etc. as shown as follows:

Example: (Year 2014)	Sterling Pt & Gold Oak		Silver Oak	
	Built Lot	Unbuilt Lot	Built Lot	Unbuilt Lot
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Assessment Dues Payable now in full thru January 31, 2014	920.00	1,020.00	1,426.00	1,526.00
If not received by January 31, 2014				
Balance previous month	920.00	1,020.00	1,426.00	1,526.00
Administrative/finance charge	30.00	30.00	30.00	30.00
Due February 2014	950.00	1,050.00	1,456.00	1,556.00
If not received by February 28, 2014				
Balance previous month	950.00	1,050.00	1,456.00	1,556.00
Administrative/finance charge	60.00	60.00	60.00	60.00
Due March 2014	1,010.00	1,110.00	1,516.00	1,616.00
If not received by March 31, 2014				
Balance previous month	1,010.00	1,110.00	1,516.00	1,616.00
Administrative/finance charge	90.00	90.00	90.00	90.00
Due April 2014	1,100.00	1,200.00	1,606.00	1,706.00
If not received by April 30, 2014				
Owner will incur an administrative/finance charge of \$30.00 or 12.0% compounded per month, whichever amount is greater, for the month of April and all subsequent months until the dues are paid in full.				

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5. Attorney action:
 - a. March: If not paid by the end of February, the Association may instruct the attorney to prepare a demand letter.
 - b. April: If not paid by the end of March, the Association may instruct the attorney to place a Lien on the Lot and prepare and serve a complaint and summons with the Court of Common Pleas.

COVENANTS SECTION 5.2 AND SECTION 5.3. EASEMENT FOR USE AND ENJOYMENT OF COMMON PROPERTY POOL FACILITIES AND USE RESTRICTIONS

Every Owner of a Lot and Owner's family shall have a right and easement of use and enjoyment in and to the Pool Facilities. Owners may delegate such right of use and enjoyment to such Owner's tenants and guests. The Owners' easement shall be subject to the provisions in sections 5.2 and 5.3 of the Covenants and as further outlined below.

1. Easement for Use and Enjoyment. Section 5.2.2 of the Declaration specifically states that the use of the pool facilities in the gated Silver Oak area and access, ingress and egress to and from Silver Oak shall be limited exclusively to the Owners and their guests of Lots 1 to 27 within Silver Oak.

The use of the pool facilities at Gold Oak Court shall be limited exclusively to Owners and their guests of Lots 28 to 121 located on Sterling Pointe Drive, Gold Oak Court and Gold Oak Drive.

Section 5.2.3 of the Declaration. The Board of Directors has promulgated that the right of Owners to vote and to use the Pool Facilities shall be suspended for the period during which any assessment against Owner's Lot remain unpaid.

Tenants' right to use the pool facilities requires the submission of a copy of their lease to the Association.

2. Use of the Pool Facilities: User Definition. Entrance to and use of the Pool Facilities is restricted to:

- Owners and Residents of the Oakview Property Owners' Association, Inc. and their Tenants.
- Family members of Owners and Tenants living in the same household.
- Guests of Owners and Tenants, not to exceed four (4) people, but only if accompanied by an adult Resident (18 years or older).
- Children of Owners and Tenants under 16 years, but only if accompanied by an adult Resident (18 years or older).
- A copy of the lease agreement is to be sent to the Association for rented premises.
- No other persons are permitted to use these pool facilities. Violators will be prosecuted to the fullest extent of the law, and are subject to being charged with criminal trespass pursuant to S.C. Code Ann. 16-11-620.

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3. Security. The security of the Gold Oak Court pool facilities has been upgraded with video surveillance and pool access control equipment. The cameras monitor by motion detection the access to and from the facilities and can be linked directly to the law enforcement authorities and to an authorized member of the Oakview community. The pool access control equipment allows owners to access the pool via a card/key fob reader and secures the facilities for owner use.

Each owner will be given one programmed proximity card/key fob, which will be deactivated in the event owners are denied pool privileges. Additional cards are available at a fee set by the Board.

An adult resident of the household, who may be accompanied by other family members and guests, must carry id to enter the pool facilities.

The proximity card/key fob is valid for Users as defined in the User Definition above for that lot only and not exchangeable with Users from other lots.

4. Non-authorized Owners and Residents. The use of the pool facilities by (i) owners and tenants whose right of use has been suspended, or (ii) non-authorized persons, is considered trespassing and will be followed up according the rules and regulations of the Covenants.

Section 4.5.2 of the Covenants grants the Association the right to impose an assessment against a specific Lot to cover the costs incurred in bringing the Lot into compliance with the Covenants, Bylaws, or rules and regulations, or costs incurred as a consequence of the conduct of the Owner or Occupants, their agents, contractors, employees, licenses, invitees, or guests; provided the Board shall give the Owner prior written notice and an opportunity to cure, before levying any Specific Assessment under this Section 4.5.2.

5. Rules and Regulations. Users shall assume responsibility of ensuring their safety and that of their family when using the pool facilities. The POA has installed appropriate signs, a self locking gate, emergency telephone, and a first aid kit (per South Carolina DHEC Rules and Regulations) that is available to pool users.

- The POA Board determines the dates for opening and closing the facility.
- Pool opening hours are dawn to dusk. The facilities are closed beyond that time.
- The POA Board schedules meetings or special events in the pool area only.
- All persons must use the foot shower before entering pool.
- Children in diapers - must wear tight waterproof pants.
- Used diapers shall not be disposed in the trash bags /trashcans.
- Users must not have communicable diseases or be wearing band-aids.
- Pets are prohibited in pool enclosure.
- Place all trash into the trash bags in the cans.
- Diving is not permitted.
- Pushing and throwing objects or other activity harmful or annoying to others is prohibited.
- Running or conduct harmful to self or others is prohibited.
- Bikes, skateboards, or skates in pool enclosure are prohibited.
- Audio equipment must be used with earphones.
- Discarding of cigars, cigarettes are prohibited except in receptacles provided.
- Alcoholic beverages and glass containers are prohibited within the pool enclosure.

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- DHEC Rules and Regulations as posted must be strictly adhered to.

6. Enforcement. Violations may result in enforcement action by the POA, as set forth in Section 11.1 of the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association.

COVENANTS SECTION 6.2. RESIDENTIAL USE OF LOTS **DEFINITION**

1. Single Family. Single family relates to or being a dwelling designed for one family only; a single-family home; single-family occupancy; a permanent bond between people living together under one household. **It does not relate to:** Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie or like organizations, or any group of individual whose association to each other is temporary and/or seasonal in nature.

2. Residential Use. A dwelling to be used as one's residence or normal and customary place of abode and shall not include any use for business purposes which shall include but not limited to any use as a medical facility, professional office, entertainment, commercial, or like facility.

The use of a portion of a Single-Family Dwelling Unit as an office shall be considered a residential use if such use does not create regular student, customer, employee or client traffic to and from the dwelling unit, and no sign, logo, symbol, activity and no nameplate identifying such business is displayed. The existence or operation of the business activity must not be apparent or detectable by sight, sound, or smell from the exterior of the residence.

A Single-Family Dwelling Unit is not considered a residential use if tools of trade, mechanical equipment, electrical/electronic equipment, machinery, appliances, etc. are employed in the process of conducting a recurring service that could be performed by the private sector, for a fee or any other ways of income-related payments.

COVENANTS SECTION 6.3 **LEASING**

Section 6.3 of the Covenants stipulates that Lots may be leased for single-family residential purposes only – see definition above.

COVENANTS SECTION 6.4 OWNER'S RESPONSIBILITY **OWNER MAINTENANCE STANDARDS**

All maintenance of Lots and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Oakview Standards and this Declaration.

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1. Homes and Lots. Property Owners should be fully aware and acquainted with the relevant provisions in respect of the Use Restrictions and Rules, including the Architectural Standards for Improvements of Lots and Residences, stated in the Covenants.

It is the responsibility of each Property Owner to assure their home, other structures, parking areas, other improvements, landscaping, and undeveloped lot is in compliance with all applicable rules and regulations. Property Owners have the right to certain standards and expectations for Oakview and may call on the Property Owners Association to inform the administration of properties that may not be in compliance with established policies, guidelines, and standards.

Houses must be free of discoloration and/or staining resulting from pinesap, rust, or similar consequences. Each homeowner must maintain the dwelling in such manner that it is in sound, structural condition and is void of visible deterioration.

Undeveloped lots must be free of dead trees and tree branches to eliminate infestation of termites and accidents from falling trees and branches.

2. Roof. Pine straw and /or other debris on roofs must be removed at least once annually from the roof surface. A roof with a 60% or greater, visible discoloration must be cleaned.

Except in emergency cases, ARB approval shall be obtained prior to repairing damaged roofs and replacing an entire roof. No apparent patching of shingles is allowed. All repairs and replacement must be in the same color and style shingle that exists on the remainder of the roof surface.

It shall be the responsibility of the Owner to maintain the gutters and downspouts on the structure in good functional condition including, but not limited to, the painting, repair and replacement.

3. Yard. Owners shall have the obligation to create a yard, sensitive to the scale and mood of the surrounding landscape and buildings. A reasonable number of brushes and plants, as well as lawn shall be planted and maintained.

No bare earth shall remain on any private Property. Ground cover planting, pine straw, mulch, bark, or other acceptable materials shall be placed on all areas not otherwise planted. No white or colored stone or gravel shall be used as cover as these are not indigenous to this locality. Vegetable gardens are prohibited. The yard must be maintained on a regular basis by mowing and pruning and be void of leaves, rot, and excessive weed growth.

Owner shall remove dead trees and dead branches of live trees so not to endanger people.

All tree removal requires the approval by the Architectural Review Board. Tree stumps must either be completely removed or chipped to no less than six (6) inches below the existing grade.

No yard debris, trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed on open space. Owner shall cultivate the yard and keep the Property free from pests and diseases.

COVENANTS SECTION 6.5. ARCHITECTURAL STANDARDS FOR IMPROVEMENT OF LOTS

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ARB CONSTRUCTION GUIDELINES, RULES & RESTRICTIONS

In any private residential community such as Oakview Property Owners' Association, certain rules and restrictions have been established to ensure that development can proceed in an orderly and well-planned manner. The original developer determined the overall land plan and infrastructure and prepared the basic regulations and covenants used to control development. The Covenants protect the community from unattractive and irresponsible construction, thus enhancing the overall beauty and cohesiveness of the development, maintaining property values, and protecting the natural environment.

- Article 6.1 of the Oakview Property Owners' Association Declaration requires that all Owners and Occupants must comply with the Use Restrictions and Rules
- Article 6.5 provides the Architectural Review Board (ARB or ARC) of the Association with the jurisdiction over new construction and modifications on Lots
- Article 6.6 specifies Elevations and Minimum Square Footage restriction
- Article 6.7 specifies Location restrictions
- Article 6.8 details Compliance Deposit requirements (as amended)
- Article 6.9 obligates continuity of construction
- Article 6.10 sets the construction completion time limit
- Article 6.11 requires clean, uncluttered, and safe construction conditions
- Article 6.12 requires the construction of a noise shield around the HVAC units
- Articles 6.13 through 6.30 contain various other restrictions and permissions
- Article 4.5 Special Assessments grants the Board of Directors the power to recover the cost for the correction of any violation of any provision of the Declaration, Covenants, By-Laws or Rules and Regulations
- Article 11.1 Enforcement provides the Association with the authority to proceed at law or in equity to compel compliance with the terms set forth in the Declaration or to prevent violation of breach in any event
- Article 6.5.4 Grants the Association the right to promulgate written guidelines and procedures to ensure that Oakview Standards are maintained and upheld.

All owners, architects, engineers, designers, builders, contractors, and developers shall have read and understood these guidelines and agreed to comply with them, as applicable, prior to submitting any proposal for ARB review.

1. The Architectural Review Board

1.1 Purpose. The ARB assures compliance with all provisions of the Covenants, Declarations, and Guidelines concerning architectural control by means of a review process and inspection procedures.

1.2 Objectives. The ARB controls and regulates all improvements to the Oakview Residential Property.

1.3 Scope. Review for approval the plans and specifications for new construction, additions, alterations and improvements of any kind to all residential property exteriors. This includes, but is not limited to, aesthetics, location, drainage, landscaping, exterior colors, re-roofing, re-painting,

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pools, pool enclosures, recreational equipment, and tree removals. Plans may be disapproved on any grounds deemed objectionable, including purely aesthetic reasons. When requested, the ARB will assist in the review, execution, and inspections of all POA improvement projects on Common Properties. Approval by the ARB does not attest to the structural integrity of the submission or to its compliance with local building codes.

1.4 Appointment. The affairs of the ARB shall be governed by three (3) persons who have an interest in activities related to construction. The Board of Directors of the POA shall appoint the members of the ARB. Only resident owners shall be members of the ARB. The term of appointment shall be fixed at three (3) years. At the expiration of the term of each member, a successor shall be elected to serve a term of three (3) years. The directors of the Board shall hold office until their successors have been elected and hold their first meeting. All directors shall be subject to replacement in the event of resignation or death.

1.5 Composition. One of the three members shall be the Director of the ARB who shall be appointed by the POA Board. The Director of the ARB shall have the powers and duties necessary for the administration of the affairs of the ARB and shall report to the President of the Board of Directors of the POA. Each of the three ARB members shall have one equal vote.

1.6 Meetings. The ARB meets on demand and on request of the ARB Director. The Director of the ARB is responsible for the taking of minutes and the preparation of correspondence as a result of the deliberations of the ARB. A permanent record is kept of all proceedings. Deliberations of the ARB concerning individual projects are kept confidential until such time as a final determination has been made.

1.7 Quorum. At all meetings, a majority (2) of the ARB members shall constitute a quorum for the transaction of business. Actions and resolutions approved by a vote of the majority of the ARB members present (2) at a meeting at which a quorum is present shall be the acts of the ARB.

1.8 Compensation. No ARB member shall receive any compensation from the Association. All ARB reviews and decisions shall be made unbiased and neutral in a highly ethical way. However, a member may be reimbursed for actual expenses incurred in the performance of his or her duties.

1.9 Liability of the ARB members. Section 6.5.6 of the Covenants state: Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ARC, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARC, the Board, nor the officers, directors, Owners, Occupants, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that such person or owner will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, Owners, Occupants, employees, and agents of any board, or the officers, directors, Owners, Occupants, employees, and agents of any of them to recover any damages and hereby releases, remises, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the

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provisions of 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.

1.10 Conflict of Interest. If an ARB member submits a project to the ARB for review or has a personal interest in a submitted project, the ARB member shall excuse himself or herself from the meeting during the review and discussion of that project.

1.11 Owner Participation in the decision-making. As and when needed, and at the discretion of the Director of the ARB, neighbors of the proposed building site may be invited to any ARB meeting for comments but without voting rights.

2. Pre-construction

2.1 Construction Approval. No building, erection, addition, alteration, wall, fence, swimming pool, deck, trellis, or any other structure whatsoever, or landscaping shall be made, commenced, erected, or maintained upon any Lot until plans and specifications showing at least the nature, kind, shape, height, material, and location have been submitted in writing to and approved by the ARB.

For minor additions, alterations, e.g. patios and sunrooms, etc., Owner may submit a non-architectural drawing showing the scope of the project with measurements. (Owner may do this by showing this information on a copy of the original site plan).

2.2 Review Fee. Proposals shall be submitted to the ARB enclosing a payment of the review fee as per POA schedule.

2.3 Stake out. Prior to any work (clearing, fill, construction) a rough stake out of the structure must be placed on the lot.

2.4 Compliance Deposit. Owner shall submit the compliance deposit, as per schedule, to the POA after written approval has been given by the ARB.

2.5 Construction Approval. Construction shall only commence after the ARB has approved the plan, and has received both the compliance deposit and a Town-approved building permit. It is the owner's responsibility to be in compliance with the regulations issued by the Town of Hilton Head.

2.6 Construction Completion. At completion of the construction project, owner shall submit an As-built Survey to the ARB. The ARB will then inspect the construction and return the deposit if compliance with the Oakview Covenants and this Supplement is confirmed.

2.7 Project Time Limits.

2.7.1 Commencement. New Construction Projects must begin within ninety (90) days after the ARB Final Review Approval, after which a new application and appropriate fee will be required.

2.7.2 Completion. New Construction Projects must be completed and have ARB Final Compliance Approval within one (1) year of the ARB Final Review Approval. Exceptions may be granted by the ARB contingent on the receipt of a written request

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for an extension with an acceptable justification, prior to the expiration of the time limit.

Additions and Alterations must be completed within sixty (60) days of the ARB Final Review Approval unless an approved extension has been granted, in writing, by the ARB.

3. Design

3.1 Design. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including but not limited to purely aesthetic considerations, style, location, massing, proportions, rooflines, fenestration, exterior finishes, details, features, colors, and compliance with the design philosophy of the ARB.

- Plans shall conform to the applicable covenants, guidelines and procedures
- Any submission shall be in aesthetic harmony and compatibility in form, finish, and color with its surroundings
- The design shall complement existing homes in the neighbourhood of each the three distinct sections of Oakview: Silver Oak, Sterling Pointe and Gold Oak. Silver Oak shall mean Lots 1 to 27, Sterling Pointe shall mean Lots 28 to 44, and Gold Oak shall mean Lots 46 to 121. No home design will be approved otherwise.
- Plans when massed with existing homes for a section must retain the overall average market value of the built properties
- All outside finish of homes in the gated area of Silver Oak, and on Sterling Pointe Drive of the Oakview Subdivision must be finished with stucco
- Plans may be disapproved on any grounds deemed objectionable, including purely aesthetic reasons
- Block designs will be discouraged

4. Building Plan Submission

4.1 Design Documents. The Property owner, as well as the architect, engineer, or designer, are responsible for ensuring that all plans, documents, and submittals are prepared in accordance with these guidelines and satisfy the Town of Hilton Head building code and all other governing codes, rules, and regulations.

4.2 Conceptual Review (optional). If a conceptual review is desired the submission to the ARB must be accompanied by a brief narrative of the design philosophy as evidence of on-site observations regarding site restrictions and compatibility with surrounding structures, including height, massing, proportions, and proposed exterior finishes and colors. The submission shall include:

4.2.1 Site plan. May be unscaled sketch but must indicate relationship of structures to lot. Show all proposed structures including driveway. Show setback dimensions from property line.

4.2.2 Tree and topographic plan. At scale 1/8" = 1'-0" with all existing pertinent information.

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- 4.2.3 Exterior elevation. At scale 1/8" = 1'-0" rendering of all the proposed structure.
 - 4.2.4 Narrative. Describing the design principles and explaining how the house will compliment contextually into the neighborhood.
- 4.3 Full Review. The full review is mandatory and all submissions shall include:
- 4.3.1 Site plan. 1/8"=1' scaled drawing with all existing and proposed tree and topographic data; outline of all the structure and all other vertical construction elements with setback dimensions from property lines; finished floor elevation(s); roof plan, walks, driveways, decks, patios, swimming pools, outlines of adjacent structures of neighbors, proposed drainage patterns, and all other salient features, views, etc., both on and around the lot. Driveways shall be hard paving such as concrete, textured concrete, asphalt, brick, or concrete pavers. Pine straw, gravel, shells, or other loose materials are prohibited. Entry sidewalks shall be hard surface paving and shall be curved (meander) wherever possible.
 - 4.3.2 Tree and topographic Site Plan. A tree and topographic survey no older than 3 years submitted by a South Carolina licensed surveyor at scale: 1/8"=1' indication trees you would like to remove for the site.
 - 4.3.2 Floor plan. 1/4"=1' scaled drawing complete with all decks, patios, pools, stairs, service yards, etc. Construction dimensions and heated and unheated square footage indicated.
 - 4.3.3 Exterior elevations. 1/4"=1' scaled drawings of all four elevations including an accurate indication of existing and final grades at the perimeter of the structure, all vertical construction elements, and a maximum height dimension from existing grade or flood plain. Show any non-typical hidden elevations.
 - 4.3.4 Exterior lighting, color, material. Provide cut sheets for all proposed exterior lighting. All exterior elements of different materials and/or colors must be identified by name on a front elevation to clearly depict the proposed color scheme. In addition, 3" x 3" minimum size samples of all key materials and colors, properly labeled and affixed to a white 8 1/2" x 11" maximum size board, are to be provided. Major colors must be actual samples. Minor colors may be printed samples. Paint and samples from wood color fans are acceptable. Maximum overall thickness of board plus samples to be no greater than 1/2".
 - 4.3.5 Roof Plan. Indicate material and color.
 - 4.3.6 Variances. The ARB has the authority to and may occasionally grant certain variances when there is valid justification and where the variance does not have a negative impact on the adjacent properties or the neighborhood.
All variances from these Guidelines, which are requested, must be forwarded to the ARB in writing with substantial justification narrative.
The ARB Director cannot grant a variance, if, during a design review the ARB discovers a variance that has not been requested. The submittal may be disapproved.

The ARB cannot grant a variance to a Covenant. No variance can be granted, which does not comply with codes, ordinances, rules or regulations of any governing authority.
 - 4.3.7 Landscape plan and drainage plan. A separate plan indicating all fill and grading, designed by a qualified engineer or landscape architect, superimposed on a site plan. Final grading shall be contoured to prevent any standing water and to prevent any

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run-off onto adjacent properties and shall be directed to the nearest available swales, ditches, culverts, and lagoons and marches to the rear of the lot.

The plans must show the location, physical size, number and generic names of all existing and proposed trees, plants, shrubs and ground cover.

All landscaping shall retain and incorporate as much natural vegetation as possible. The intent of landscape design themes is to be natural and informal causing lot lines to "disappear." Hedge type plantings is to be avoided.

- 4.3.8 Special construction conditions. Unusual site conditions, which may affect the structure or its location on the site, must be graphically presented
- 4.3.9 Plan review fee. Payment should be made at the time of submitting the plan for review. Payment should be by check made out to the Oakview Property Owners Association

5. Construction

5.1. Town Building Permit. For any projects that require a Town Building Permit, a copy of the permit must be filed with the ARB prior to any commencement of work, and displayed on the construction site.

5.2. Protection of Natural Vegetation and Neighboring Properties. Only those trees indicated for removal on the approved site plan can be removed.

Any Owner, Occupant, or their agent who alters or removes any topographic characteristic or vegetative material or who causes any construction, including landscaping, upon Common Property without written Board approval does so at his or her own risk and expense of restoration; and the Board may require restoration by the Owner, may initiate restoration at the Owner's expense, or may allow such unauthorized change to remain without reimbursement to the Owner.

If the construction site faces an undeveloped lot, the property line shall be identified and marked for the period of construction and no building material, debris, or soil shall be disposed on the undeveloped lot. A silt fence shall be installed on the sides of the adjoining Property if there is a residence. A silt fence shall always be installed on the marsh side.

5.3 Trespassing. All access areas, parking, storage of material, location of dumpster, and portable toilets must be confined to the permitted lot. The use of private Property, Common Property, or open space is prohibited.

If written temporary permission of use of Common Property has been given to the Owner by the ARB for storing construction material and vehicles, Owner nevertheless remains responsible for damage to all ground and vegetation on neighboring lots, streets, and Common Property as the result of construction activities and must reconstruct ground and vegetation to its original condition.

5.4 Yard Standards. Owners shall have the obligation to create a yard, sensitive to the scale and mood of the surrounding landscape and buildings. A reasonable number of brushes and plants, as well as lawn, shall be planted and maintained.

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No bare earth shall remain on any private Property. Ground cover planting, pine straw, mulch, bark, or other acceptable materials shall be placed on all areas not otherwise planted. No white or colored stone or gravel shall be used as cover as these are not indigenous to this locality.

All Right-of-way setback areas of a lot bordering the road shall have a minimum of 6 feet of lawn to eliminate soil erosion.

5.5. Portable Toilets. Port-A-John shall be placed on the building lot with the door opening facing away from the street and neighbors.

5.6. Dumpster. A dumpster must be provided and placed on the building lot. All debris shall be disposed in trash collection containers stored on the building lot. Containers shall not be stored on neighboring lot, Common Property, or on the street.

5.7. Site Maintenance. The construction site shall be maintained in a clean, uncluttered and safe condition and all debris shall be properly disposed of in an expeditious manner. No construction debris shall be left on the building site or in the building.

5.8. Mail Boxes. All mailboxes shall be of the same type and design and are available for purchase from the POA.

5.9. Construction Restrictions. No commercial activity is permitted between 7 pm and 7 am, on Sundays, Thanksgiving Day, Christmas Day, or New Year's Day. Emergency repair work is exempt from the preceding restriction.

5.10. Parking of Construction Vehicles. Construction vehicles may be parked on the construction lot or on a temporary basis on driveways or roads between 7 am and 7 pm between Monday and Saturday. No parking is permitted on Sundays, Thanksgiving Day, Christmas Day, or New Year's Day. No vehicles shall be parked on neighboring lots or Common Property.

5.11. Enforcement. Property Owners and Contractor will be held accountable for all damages to Common Property and undeveloped lots.

In the event that an Owner fails to comply with the terms of this Declaration during construction, the ARB or the Board may, after providing the Owner with five (5) days written notice, fine the Owner for the said violation and remedy said violation and reimburse itself with funds from the compliance deposit. In such event the Owner shall restore the compliance deposit to the original amount within ten (10) days after receipt of a written request for said funds from the ARB.

Each Owner and Occupant shall comply strictly with the Bylaws, rules, and regulations and the use restrictions. In the event of a violation or breach of any of the aforementioned obligations or restrictions by an Owner, the Association shall have the right to proceed at law and equity to compel compliance.

6. Oakview Setback Areas.

The boundary survey maps prepared by T-Square Group, Inc., dated August 14, 2000 identify the required setback areas of construction. Any variance to the setback areas requires the written

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approval of the Architectural Review Board of the Association. Further, such variance shall also be shown on the building plans submitted for approval to the Town of Hilton Head.

For Lots 1 to 3 in Silver Oak (gated community)

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Side Line: 10 feet
Oakview Property Buffer Line 20 feet

For Lots 4 to 27 in Silver Oak (gated community)

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Side Lines: 10 feet

For Lot 28 in Sterling Pointe/Gold Oak

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Sides Lines: 6 feet

For Lots 29 to 44 in Sterling Pointe/Gold Oak

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Sides Lines: 3 feet and opposite side 6 feet so that a minimum of 9 feet is maintained between two properties

For Lots 46 to 53 in Sterling Pointe/Gold Oak

For Lots 97 to 121 in Sterling Pointe/Gold Oak

For Lot 96 part of the rear line

Right of Way Line: 20 feet
Rear Line: 20 feet
Sides Lines: 3 feet and opposite side 6 feet so that a minimum of 9 feet is maintained between two properties

For Lots 54 to 95 in Sterling Pointe/Gold Oak

For Lot 96 part of the rear line

Right of Way Line: 20 feet
Rear Line: 10 feet
Sides Lines: 3 feet and opposite side 6 feet so that a minimum of 9 feet is maintained between two properties

COVENANTS SECTION 6.14. GARAGES/VEHICLES

1. Parking:

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Section 6.14 Garages/Vehicles of the Declaration of the Covenants reads: All single-family detached homes shall contain a garage; carports shall not be permitted. Garage doors shall be kept closed at all times and cars shall be stored inside the garage, except during times of ingress and egress from the garage. In the event any Owner possesses additional vehicles over and above the capacity of the garage, or has overnight guests on a temporary basis, said Owner shall provide off-street parking areas, which to the greatest extent possible taking into consideration the site layout, are shielded from view from the street. No boats, boat trailers, camper trailers, recreational vehicles, trucks, or utility trailers be maintained on the Property without prior written approval of the ARC, unless garaged at all times. Commercial vehicles shall not be parked within public view on a regular basis.

Section 6.1 of the Covenants, authorizes the Board to adopt additional use restrictions and rules and regulations applicable to the "Property". Under the Covenants, the term "Property" includes both the Common Property and the Lots. The Association's Bylaws also allow for the promulgation of Rules and Restrictions. The following parking rules shall take effect thirty (30) days after mailing notice thereof to all Owners in Oakview:

- a. No Owner, Occupant or any guest or invitee thereof, shall park or allow to be parked any vehicle of any type on Oakview Roads, except temporarily (less than 2 hours) to allow loading and offloading between vehicles and the Owner's Lot. Notwithstanding the forgoing, parking of contractor's construction vehicles is permitted Monday through Saturday between the hours of 7 A.M and 7 P.M and in emergency cases on Sundays.

Any vehicle parked in violation of this rule is subject to being towed at the expense of the owner thereof. In addition, any Owner of Occupant who has violated, or has allowed to be violated this parking rule may be fined by the Association in the amount set forth in the Schedule found at the beginning of these Rules and Regulations.

- b. There shall be no parking of vehicles of any type on Common Property or any unimproved Lot at any time.

Any vehicle parked in violation of this rule is subject to being towed at the expense of the owner thereof. In addition, any Owner of Occupant who has violated, or has allowed to be violated this parking rule may be fined by the Association in the amount set forth in the Schedule found at the beginning of these Rules and Regulations.

- c. There shall be no parking off an Owner's driveway; i.e., on the lawn of an Owner's Lot. *In the event any Owner possesses additional vehicles over and above the capacity of the garage, or has overnight guests on a temporary basis, said Owner shall provide off-street parking areas; i.e., on the Owners' driveway.*

Any Owner of Occupant who has violated, or has allowed to be violated this parking rule may be fined by the Association in the amount set forth in the Schedule found at the beginning of these Rules and Regulations.

2. Commercial vehicles

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"Commercial Vehicles" are defined as those that have lettering and other exterior evidence of commercial use such as pipe racks, ladders, tools, material, etc., as well as the obvious commercial vehicles, such as flatbed trucks etc. Pickup trucks that do not embrace the definition of "commercial vehicles" are allowed. So are vehicles of the law enforcement and the fire department.

- a. Commercial Vehicles of Owners shall at all times be parked in closed garages.
- b. Commercial vehicles are not permitted on unimproved Lots or on Common Property at any time.
- c. Parking of contractor's construction vehicles performing service work for Owners is permitted Monday through Saturday, and in emergency cases on Sundays, between the hours of 7 A.M. and 7 P.M.
- d. No commercial activity whatsoever is permitted on Thanksgiving Day, Christmas Day, and New Year's Day. Emergency repair work is exempt from the preceding restriction.

3. Other Vehicles/Outbuildings/Tents/Canopies.

No boat, boat trailer, camper, camper trailer, recreational vehicle, truck or utility trailer, or any other trailer, barn, tent, or similar outbuildings or structure shall be maintained on the Property without prior written approval of the Architectural Review Board (ARB) unless garaged at all times.

4. Enforcement

The towing company will:

- Remove any vehicle parked on the Oakview Subdivision streets, Oakview Common Property, and unimproved lots in violation of these rules.
- Tow the vehicles to its storage lot.
- Promptly and at the earliest opportunity after hooking a vehicle, the towing company will notify the Beaufort County Sheriffs' Office and obtain an Event Number.

COVENANTS SECTION 6.15. ANIMALS AND PETS STATE LAW, TOWN ORDINANCE, BEAUFORT COUNTY CODE

1. The Covenants: Section 6.15. Dogs shall be kept on a leash when outside of a Lot. All Owners/Renters shall remove their pets' waste from where it is dropped.

2. The State Law: Section 47-3-50. Allowing dogs or cats to run at large; penalty.

(A) It is unlawful in any county or municipality adopting penalty provisions pursuant to the provisions of this article for any dog or cat owner or other keeper of a dog or cat to:

(1) Allow his dog to run at large off Property owned, rented, or controlled by him;

(2) Keep a vicious or unruly dog unless under restraint by a fence, chain, or other means so that the dog cannot reach persons not on land owned, leased, or controlled by him;

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(3) Release or take out of impoundment or quarantine without proper authority any dog or cat or resist county or municipal shelter personnel engaging in the capture and impoundment or quarantine of a dog or quarantining of a cat.

(B) Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined fifty dollars for a first offense and not more than one hundred dollars for each subsequent offense.

HISTORY: 1962 Code Section 6-145.4; 1972 (57) 2733; 2000 Act No. 293, Section 1, eff May 19, 2000.

3. Town Ordinance: Section 17-1-114. Running at large prohibited; leash required; animals on streets and public places.

(a) It shall be unlawful for any person owning any dog or any other animal or having the control of any dog or any other animal to permit such animal to be on the street or any other public place in the town, except beaches, when such animal is not at all times on a leash.

(b) to (c) not applicable

(d) No person shall permit any excrement from any animal under that person's control to remain on the beach, the street, dog park, any other public place or the private Property of another, but shall dispose of same in a sanitary manner.

(e) Any violation of these provisions shall result in the owner of the animal being charged with a misdemeanor and may result in the animal being seized by the appropriate animal control officer or law enforcement officer.

(Ord. No. 85-10, § 1, 5-20-85; Ord. No. 88-17, § 1, 8-15-88; Ord. No. 02-32, § 1, 9-17-02)

Cross reference— Animals on beaches, § 8-1-211.

4. Town Ordinance: Section 17-1-111. Animals; nuisance.

It shall be unlawful to keep animals or fowl in any area where they create an odor, unsanitary condition, or otherwise create a nuisance.

5. Beaufort County Code: Section 14.26

states that Animals are deemed a nuisance, and Owner will be subjected to police enforcement action if animals:

Molest passersby or passing vehicles.

Attack other animals.

Trespass on private or common Property.

Run at large at any time (SC Code 1976, § 47-7-110).

Damage private or public or common property.

Bark, whine, or howl screech and crow in an excessive, continuous or untimely fashion.

Pit Bulls.

Widely reported pit bull attacks have resulted in the enacting of breed-specific legislation in several

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jurisdictions, as well as increased premiums for liability insurance.

Many jurisdictions that restrict pit bulls, including Ontario, Canada, [46] Miami, Florida, U.S., [47] Denver, Colorado, U.S., [48], and Malden, Massachusetts, U.S. [49] apply the restriction to the modern American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any other dog that has the substantial physical characteristics and appearance of those breeds.

46^ "An Act to amend the Dog Owners' Liability Act to increase public safety in relation to dogs, including pit bulls, and to make related amendments to the Animals for Research Act". Government of Ontario, Canada. 2005-08-29. Retrieved 2010-07-05.

47^ http://www.miamidade.gov/animals/pit_bull_law.asp

48^ "Revised Municipal Code – City and County of Denver, Colorado". City of Denver, Colorado. 2009-05-19. Retrieved 2010-07-05.

49^ "Council amends dog ordinance calling for definition of dangerous dogs". Retrieved 2012-04-05.

(Members voted 56 to 19 at the 2007 Annual Owner Meeting on December 13, 2007 to ban pit bulls from the Oakview Subdivision. The vote failed to reach the affirmative vote of the Owners of two-thirds (2/3) of the Lots to effect an amendment of the Covenants.

In response to continuing subsequent requests from members of the community not to permit pit bulls in the Oakview Subdivision, all board members supported the notion that pit bulls shall not be raised, bred, kept, or permitted on any Lot in the Oakview Subdivision.

March 8, 2012 Board Meeting.)

COVENANTS SECTION 6.16. ANTENNAS & SATELLITE DISH INSTALLATION

Oakview Property Owners' Association, Inc. understands the Owner's right to have direct broadcast satellite reception on their Property and enjoy the programs offered by the communication provider. The concern is that such installation should be done in the most inconspicuous manner with the least amount of attraction from the street. The matter is that the environment is not cluttered with unsightly installation and the community is well kept and neat in appearance.

If an installation on the roof or house wall at the rear of the Property will not yield acceptable reception, the premise to install the dish at an unobvious site should still be followed: i.e. install the dish on the sides of the roof at the rear of the house and, if reception is still not possible, on the ground in the front of the house but properly shielded by brush between the street and the dish.

COVENANTS 6.30. MISCELLANEOUS INSTALLATION TEMPORARY YARD ENCLOSURE

Since the erection of the security fence between Oakview Road and Oakview Subdivision, the potential for road accidents to small children living in homes on Gold Oak Drive has been eliminated. The Board of Directors revoked the concession for a temporary yard enclosure from the Supplement

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to the Covenants on June 7, 2011. Section 6.30 Miscellaneous Installation shall apply throughout the community.

Enclosures for in-ground pools continue to be permitted.

COVENANTS SECTION 11.1 ENFORCEMENT PROCEDURES & NOTIFICATIONS

Section 11.1 Enforcement of the Declaration of the Covenants reads: Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration. In the event of a violation or breach of any of the aforementioned obligations or restrictions by any Owner or Occupant or agent of such Owner or Occupant, the Declarant, the Association, or any other Owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event; provided, however, that the right of Declarant hereunder shall not be construed to impose an obligation on Declarant for enforcement. Failure by the Declarant, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

In order to preserve the community's beauty and Property values, and the protection of rights of the Property owners as promised in the Covenants, the Board of Directors has the fiduciary duty to the ownership to uphold the compliance regulations set forth in the governing Covenants and supplementary Rules and Regulations. The Covenants help to protect the aesthetics and Property values for the benefit of all owners.

Regrettably, it sometimes becomes necessary to invoke fines for violations of the Covenants. Fines are viewed as a method of last resort to gain the owners attention and to recover the cost of enforcement. It is the intent of the Association to work with the Owners in a cooperative manner to maintain the Property.

- Section 6. Article 6.1. General: the Oakview Property Owners' Association Declaration requires that all Owners and Occupants comply with the Use Restrictions and Rules.
- Section 11. Article 11.1. Enforcement provides the Association with the authority to proceed at law or in equity to compel compliance to the terms set forth in the Declaration or to prevent violation of breach in any event.
- Section 4. Article 4.5. Special Assessments: grants the Board of Directors the powers to cover the cost for the correction of any violation of any provision of the Declaration, Covenants, By-Laws or Rules, and Regulation.

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- Section 4. Article 4.9. No Set Off or Deduction of any assessment shall be claimed by Owner or allowed by the Association. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

The following procedure will apply to all violations with the exception of violations concerning COVENANTS SECTION 6.14. GARAGES/VEHICLES

1. Procedure. Violation shall be brought to the attention of the Owner/Resident. The following general procedures and remedies will be used by the POA to bring about compliance.

a. First Notification:

- Inform Owners or Residents in writing sent by US mail or Email of the specific violation and allow them 10 working days to respond to the POA or correct the violation.
- Re-inspect the Property to verify that the problem has been corrected.
- If violation is corrected close the case.

Note: A warning letter (*First Notification*) will not be furnished for incidents involving

- Damages to Common Property, marsh-front, or lagoon-front Property
- Damage by contractors to road pavement, curbs, or road right-of-way
- Dumping of debris or other material on private Lots or Common Property
- Violation to any ARB Architectural Standards for improvements of Lots for new or additional construction

These types of violations will result in a letter stating the violation and an invoice with the fine. The violation letter shall contain instructions that offender must correct the situation by a specific date and incur all costs for the clean up and restoration.

b. Second Notification:

- If the violation is not corrected following the initial letter, the owner may be fined as per Section 4.5 Specific Assessments.

c. Third Notification:

- If owner fails to respond to the first two letters, the Association may evoke 8.10 Remedies in the Event of Violation or Breach and request the attorney to proceed at law or in equity to compel compliance to the terms set out in the Covenants, etc.
- Owner will be assessed all actual costs for filing and/or recording documents and any other administrative costs and legal fees associated with action or collection of a debt.

2. Additional Sanctions: The voting right of any owner and the use of Common Property is subject to the payment of the annual dues, special assessments, fines, or charges levied by the Association and is suspended during the period the dues and fines remains unpaid.

Page Break

The following are pending ARB additions and changes to be included in the next issue of the Board Promulgations to owners. These additions have been communicated with letters for new construction work since 2016.

ARB Construction Guidelines:

- 4.3.5.1 Gutters and Downspouts. To be installed on all sides of roof. Concrete catchments to be placed at end of downspout and water to be drained towards the swales.
- 4.3.6.1 Variances. All exterior improvement, alteration, addition, or erection shall remain within the set back areas.

The ARB shall not grant a variance, as there is no unnecessary hardship involved, the hardship is not the result from conditions that are peculiar to the property, and the hardship is self-created, such as for example, not getting acquainted with the conditions and covenants before purchasing property. The hardship must be more than mere inconvenience or a preference.

The ARB is looking at the nature of the property, for example, such as size or shape of the lot, topography or water on the site, not general to the neighbors and not the nature of the applicant and their circumstances.

- 4.3.7.1 Drainage Plan
- I. There shall be no standing water on lot and road curb. Water shall be drained away from house and road curb.
 - II. Where an Oakview drainage system (road, pond) exists, the lot shall drain into the Oakview drainage system and/or marsh.
 - III. Where there is no Oakview drainage system, the lot shall drain into the marsh.
 - IV. Silver Oak Circle and the end of Silver Oak Road have no Oakview drainage system. Drainage shall be from the road edge to the marsh.
 - V. At the sides of the lot and between houses, a common swale shall be created using the side property lines as the center of the swale. Under no account must water be disposed onto neighboring property, nor remain standing on the road curb or lot.
 - VI. Between houses, a six-inch (6") minimum and a twelve-inch (12") maximum slope shall be established from the top of the finished grade at (next to) the house foundation to the center of the swale at the high point.
 - VII. Positive drainage must be maintained along the side property lines, between houses, and into the Oakview drainage system and the marsh.

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Supplement to the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, Inc.

- VIII. If the high point of the existing grade along the side property line occurs at or near either the front or rear of the lot, the swale shall drain in the direction of the natural slope of the lot, i.e. the road, pond or the march.
- IX. Other effective means of drainage, such as French drains, Drywell Construction, or the installation of an appropriately sized drainpipe in-ground and a water collection pit at the front of the lot, etc. may be utilized to accomplish the drainage requirements.
- X. The drainage plan must show elevations for drainage ditches, finished landscape, driveway and car park in front of the garage at various locations to assess drainage flow.
- 4.3.7.2 Landscape plan
- I. All landscaping shall be done to facilitate proper drainage of the property as stipulated in the drainage plane. The minimum slope is two percent, or **1/4 inch per foot**.
- II. Placement of vegetation that restricts the drainage flow is not permitted.
- III. The landscape plan shall show elevations of the drainage areas.
- 4.3.7.3 Elevation of finished Floor Level
- When determining the maximum amount of fill dirt that will be permitted to be placed above the original grade, the ARB will consider the topography of the site (existing grade elevations), the elevations of adjacent properties and structures, the impact on drainage flow, the possibility of soil erosion, and the separation distance between the proposed and existing adjacent structures.
- The slope shall not exceed a ratio of more than four feet (4') horizontal to one foot (1') vertical, (4:1 or 25%). The actual amount of fill on a given lot will also be determined by aesthetic impact and the ability to control drainage.
- No fill shall be added at the proper line between lots, unless needed by both lots to establish positive drainage along the side property.
- 4.3.10 Owner Compliance Agreements.
- With the submission of the plans for ARB review Owner shall sign and submit for
- New Construction:
Compliance Deposit Agreement - New Construction (Appendix A), and
Letter of Acknowledgment (Appendix B)
 - Significant Additions, Alterations or Pool:
Compliance Deposit Agreement – Significant Additions, Alterations or Pool
(Appendix C)
3. Design. *(To be added)*
- Shake siding is not permitted

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Oakview Property Owners' Association, Architectural Review Board
Hilton Head Island, SC 29926

COMPLIANCE DEPOSIT AGREEMENT - NEW CONSTRUCTION (Appendix A)

It is agreed by the undersigned that the Compliance Deposit will be given to Oakview Property Owners' Association to ensure that the a landscaping and a drainage plan for Lot # on will be submitted to the Architectural Review Board together with the house plan for final review approval and that the house will be constructed and finished in accordance with the plans approved by the Architectural Review Board.

This deposit is also the property owner's guarantee of compliance with all rules and regulations regarding drainage, construction, tree removal, placement of portable toilets, refuse containers, and maintaining a trash and litter free construction site. Failure to comply may result in fines levied against the deposit, or possibly, forfeiture of the entire deposit.

This deposit will be refunded, less any fines imposed, to the undersigned after all conditions and approvals are fulfilled, to include completion of all work within 90 days of receipt of Certificate of Occupancy from the Town of Hilton Head Island or within one (1) year of construction, whichever occurs first.

PLEASE NOTE:

The Construction Deposits, Fees and Violations in the Board Promulgations (Supplement to the Covenants) are applicable. Further:

- 1) Upon written request, and for compelling reasons only, the Architectural Review Board may grant an extension.
2) Landscaping without an approved plan, including the addition of excessive fill, may result in forfeiture of a part, or all, of the deposit. Failure to landscape per the approved plan within the allocated time frame may result in a \$25.00 per day fine to the property owner for each day the landscaping in not completely installed.
3) Building not in accordance with approved plans (construction and finishes) may result in forfeiture of the entire deposit. Failure to complete the exterior of the house within one year after the issuance of the Oakview Property Owners' Association Building Permit may result in a \$100.00 per day fine to the property owners for each day the construction is not complete until the approved final compliance inspection date.
4) The occupancy of a house prior to the final compliance inspection may result in \$100.00 per day fines to the property owner for each day until the approved final compliance inspection date.
5) The Oakview Property Owners' Association Standards together with the Architectural Standards, Construction Guidelines, Rules and Regulations are the controlling documents governing all construction activity in the Sub-division. Noncompliance could result in action being taken pursuant to Section 4.5.2 Specific Assessment and 11.1 Enforcement.

AGREED: Property Owner's Signatures

Lot Number/Street:

Current Mailing Address:

Board Promulgations

Supplement to the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, Inc.

Oakview Property Owners' Association, Architectural Review Board
Hilton Head Island, SC 29926

LETTER OF ACKNOWLEDGMENT

(Appendix B)

This acknowledges that I have received a copy of the

- Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, By-Laws and the
• Board Promulgations a Supplement to the Declaration, which includes the Architectural Standards, Construction Guidelines, Rules and Regulations
• The ARB Review dated September 27, 2018 of the proposed building plan

and that I will abide by them.

I understand that I cannot make any exterior alteration or change of an approved plan to my home such as trim, siding, shingles, stain, fences, driveway and/or walk location, shutters, doors, windows, rooms, garage, trellis, outdoor lighting, etc. and/or changes to an approved landscape plan without prior submission of a written request for the change (s) to the Architectural Review Board, and written approval received.

Further, if I do violate written approved plans, I hereby grant authorization in accordance Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association to have ingress/egress to below described property to correct whatever construction, paving planting, etc. that was done without written approval of The Architectural Review Board.

I have also read, understand and will abide by the fee schedule for ARB submittals and the schedule of fines as stipulated in the Guidelines.

Further, I agree to pay any expenses to modify any exterior changes for which I do not have written approval. I will hold the Oakview Property Owners' Association harmless for such action.

AGREED: Property Owners' Signatures _____

Lot Number/Street: _____

Date: _____

Board Promulgations

Supplement to the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, Inc.

Oakview Property Owners' Association, Architectural Review Board
Hilton Head Island, SC 29926

COMPLIANCE DEPOSIT AGREEMENT – SIGNIFICANT ADDITIONS, ALTERATIONS OR POOL (Appendix C)

It is agreed by the undersigned that this One Thousand (\$1,000) Compliance Deposit will be given to Oakview Property Owners' Association to ensure that the additions, alteration for Lot # _____ on _____ will be submitted to the Architectural Review Board for final review approval and that the additions, alteration will be constructed and finished in accordance with the plans approved by the Architectural Review Board.

This deposit is also the property owner's guarantee of compliance with all rules and regulations regarding drainage, construction, tree removal, placement of portable toilets, refuse containers, and maintaining a trash and litter free construction site. Failure to comply may result in fines levied against the deposit, or possibly, forfeiture of the entire deposit.

This deposit will be refunded, less any fines imposed, to the undersigned after all conditions and approvals are fulfilled, to include completion of all work within 60 days of the issuance of the Hilton Head Plantation Building Permit.

PLEASE NOTE:

The Construction Deposits, Fees and Violations in the Board Promulgations (Supplement to the Covenants) are applicable. Further:

- 1) Upon written request, and for compelling reasons only, the Architectural Review Board may grant an extension.
2) Landscaping without an approved plan, including the addition of excessive fill, may result in forfeiture of a part, or all, of the deposit. Failure to landscape per the approved plan within the allocated time frame may result in a \$25.00 per day fine to the property owner for each day the landscaping is not completely installed.
3) Additions, alterations not in accordance with approved plans may result in forfeiture of the entire deposit. Failure to complete the construction within 60 days after the issuance of the Oakview Property Owners' Association Building Permit may result in a \$100.00 per day fine to the property owners for each day the construction is not complete until the approved final compliance inspection date.
4) The Oakview Property Owners' Association Standards together with the Architectural Standards, Construction Guidelines, Rules and Regulations are the controlling documents governing all construction activity in the Sub-division. Noncompliance could result in action being taken pursuant to Section 4.5.2 Specific Assessment and 11.1 Enforcement.

AGREED: Property Owner's Signatures _____

Lot Number/Street: _____

Current Mailing Address: - _____