



RECORDED

DATE: 3-20-2023

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

**RESOLUTION OF THE BOARD OF
DIRECTORS OF SOUTHAMPTON POINTE
PROPERTY OWNERS' ASSOCIATION, INC.**

**PET REGISTRATION AND DNA COLLECTION
POLICY**

The undersigned, being the Board of Directors of SOUTHAMPTON POINTE PROPERTY OWNERS' ASSOCIATION, INC. (the "Board" and the "Association," respectively), does hereby consent, agree, authorize, and resolve as follows:

WHEREAS, pursuant to Article 9, Section 9.2 of the MASTER DEED OF SOUTHAMPTON POINTE HORIZONTAL PROPERTY REGIME, recorded at Deed Book V555, at Page 614 of the Charleston County Register of Deeds (the "Master Deed"), the Association shall have the continuing right to make and enforce reasonable Rules and Regulations governing the use of the regime, including the Units, Limited Common Elements, and Common Elements; and

WHEREAS, pursuant to Article 14, Section 14.8 of the Master Deed, an Owner, their family, invitees, guests, tenants, employees, and Occupants shall immediately pick up and remove any solid animal waste deposited by their pet, that if a dog or any other animal becomes obnoxious to other Owners, that Owner, their family, invitees, guests, tenants, employees, and Occupants must cause the problem to be corrected, and if not corrected after written notice by the Association Owner may be required to permanently remove the animal from the condominium Property, and further that the Association shall promulgate rules and regulations from time to time designating other rules as necessary to regulate pets; and

WHEREAS, pursuant to Article 9, Section 9.3, the Association has the right to enforce use restrictions, provisions of the Master Deed and By-Laws, and Rules and Regulations that may be adopted thereby, through imposition of fines to be collected in the same manner as assessments, levying Specific Assessments against any Unit, instituting self-help, suspension of use, suspension of voting privileges, and the institution of any action at law or in equity to recover sums for damages for injunctive relief; and

WHEREAS, although the Association has provided sixteen (16) pet waste receptacles throughout the Property, the amount of animal waste accumulating throughout the Property is not only unsightly, obnoxious, and odoriferous, but poses a serious health and safety concern for the Association if not rectified; and

WHEREAS, the Board has determined, out of concern for the health and safety of all Owners and Occupants, that the adoption and enforcement of this Resolution is necessary in order to ensure that Owners, their family, invitees, guests, tenants, employees, and Occupants comply with all provisions of the Master Deed and By-Laws, and Rules and Regulations, including but not limited to, picking up and removing any solid waste deposited by their pet; and

WHEREAS, the Board now desires to adopt the following Resolution outlining certain policies, procedures, rules and regulations applicable to all Owners, their family, invitees, guests, tenants, employees, Occupants, and all pets who leave an individual Unit and occupy for any period of time Limited Common Elements or Common Elements.

NOW THEREFORE, pursuant to the authority established by the Master Deed, the Board hereby adopts the following Pet Registration and DNA Collection Policy, and hereby incorporate into the Rules and Regulations of the Association, to be effective as of MARCH 17, 2023:

PET REGISTRATION AND DNA COLLECTION POLICY

Pursuant to Article 14 of the Master Deed, each Owner is responsible for the conduct of their family, invitees, guests, tenants, employees and Occupants and any violations as a result of such Person's conduct shall be grounds for the Association to take action against any responsible Owner.

I. PET RESTRICTIONS

Pets are restricted pursuant to Article 14, Section 14.8 of the Master Deed. Such pet restrictions include but are not limited to the following:

- a. A restriction on the number of pets: No more than two (2) pets (two (2) dogs or two (2) cats or one (1) dog and one (1) cat) may be kept as pets by Owners or their residents in any Unit within the Property; and
- b. A prohibition on keeping, breeding, or maintaining pets for any commercial purpose; and
- c. A prohibition on keeping pets tied outside of a Unit or on any balcony or backyard area unless someone is present in the Unit; and
- d. A requirement that an Owner, their family, invitees, guests, tenants, employees, and Occupants shall immediately pick up and remove any solid animal waste deposited by their pet.

II. PET REGISTRATION

- a. Every Owner or Occupant shall be required to register their pet with the Association through its property management company and shall pay a Specific Assessment in the amount of \$100.00 per Unit to cover registration and administrative costs thereof in addition to \$50 per pet for a DNA testing kit.
- b. Any Owner or Occupant whose pet is already residing on the Property prior to the Effective Date of this Resolution shall have thirty (30) days from the recording of this Resolution, or until April 20, 2023, (the "Initiation Period") to properly register their pet with the Association without incurring any costs or assessments.
- c. Following the Initiation Period, any Owner or Occupant whose pet is already residing on the Property prior to the Effective Date of this Resolution shall have thirty (30) days from the end of Initiation Period, or until May 20 2023, to properly register their pet with the Association and pay the Specific Assessments for pet registration without incurring additional penalties.
- d. Any Owner or Occupant who either moves into a Unit on the Property after the recording of this Resolution or has a pet come to reside in the Unit of the Owner or Occupant after the recording of this Resolution, shall have thirty (30) days from either (i) the date of closing on the Unit or the effective date of any lease for a Unit; or (ii) the date the pet comes to reside in any Unit, to properly register their pet with the Association and pay the Specific Assessments for pet registration without incurring additional penalties.
- e. Upon the submission of all required pet registration information during the Initiation Period and/or the payment of the Specific Assessment for pet registration, the Owner or Occupant shall receive one (1) DNA kit per pet and will be required to collect and submit a sample DNA swab from the inside of each pet's mouth within (10) days without incurring additional penalties.
- f. The property management company for the Association shall determine when a pet has been properly registered, after which the Owner or Occupant shall receive a designated identifying pet collar sleeve or tag to be placed on the collar, harness, leash or the like and worn by the pet any time the pet is outside of any Unit so that the pet may be easily verified by the Association as being properly registered. The Board may change the style, size, color and design of the identifying pet collar sleeve or tag at any time with thirty (30) days written notice to Owners and Occupants.
- g. Each Owner or Occupant shall receive one designated identifying pet collar sleeve or tag per properly registered pet. The Board may assess costs of additional pet collar sleeves or tags due to loss or destruction thereof.

III. VIOLATIONS

- a. Any Owner or their Occupant who fails to fully register their pet(s) with the Association within the time frames outlined in Section II herein shall be fined **\$50 per day** until such pet(s) are properly registered, as determined in the sole discretion of the Board. Any such fines shall be collected in the same manner as assessments as outlined in the Master Deed.
- b. The Association or its agent may collect a sample of any solid animal waste located on the Property that has not been properly disposed of in the designated pet waste receptacles. Solid animal waste collected will be submitted to be DNA tested, with results delivered to the Association or its agent to determine the Owner or Occupant who is in violation of the Master Deed and this Resolution. **The costs of DNA testing such waste shall be fifty dollars (\$50.00) per occurrence and shall constitute a Specific Assessment against an Owner's Unit for DNA testing of waste not properly disposed of by an Owner or violating Occupant, to be charged in addition to any fines levied against the responsible Unit Owner by the Association for violation of this Resolution as outlined in the following section.**
- c. Any Owner or their Occupant who is responsible for or found to be in violation of the Master Deed and this Resolution by failing to pickup and properly dispose of any solid animal waste, as determined by the DNA test, shall be fined as follows and such fines to be collected as assessments as outlined in the Master Deed:
 - i. **First offense:** One hundred dollars (\$100.00)
 - ii. **Second offense:** Two hundred dollars (\$200.00)
 - iii. **Third or additional offenses:** Three hundred dollars (\$300.00) per occurrence.
- d. The Board shall have the right and power, but not the obligation, in its complete and sole discretion to deviate from this fine schedule and by doing so shall not in any way be construed as setting a precedent or limiting the Board's discretion.

IV. VARIANCE

- a. The Board shall have the right and power, but not the obligation, in its complete and sole discretion, to grant a waiver or variance to the policies, procedures, and requirements set forth in this Resolution in certain circumstances, including but not limited to, circumstances when the application of this Resolution may result in undue hardship, undue burden, or inequitable results. The granting of a waiver or variance by the Board shall not in any way be construed as setting a precedent for the granting of a waiver or variance or in any way limiting the

discretion of the Board to deny a waiver or variance in other similar circumstances, in its complete and sole discretion.

The Board reserves the right to adopt, repeal, or modify the foregoing Pet Registration and DNA Policy at any time.

Capitalized terms used herein shall have the same meaning as set forth in the Master Deed and By-Laws, unless otherwise defined herein.


ADOPTED this 17 day of March, 2023 (“Effective Date”), by the UNANIMOUS vote of the then current Board of Directors of SOUTHAMPTON POINTE PROPERTY OWNERS’ ASSOCIATION, INC.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned duly authorized officer of Southampton Pointe Property Owners' Association, Inc. has by its hand and seal below, certified that the foregoing Resolution was adopted and made effective by the UNANIMOUS vote of the Board of Directors.


SIGNED SEALED AND DELIVERED
in the presence of:

SOUTHAMPTON POINTE PROPERTY
OWNERS' ASSOCIATION, INC.



(witness #1)

By:  (L.S.)



(witness #2)


Print Name: DIANE ELLISON WHITTLE
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

I, JACKIE WILLIAMS, Notary Public for the State of South Carolina, do hereby certify that DIANE WHITTLE, duly authorized officer of Southampton Pointe Property Owners' Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Board.

Witness my hand and official seal this 17th day of MARCH, 2023.



Notary Public for South Carolina
My Commission Expires: 1/19/27