

CO COPY

RECORDED
DATE: 3-20-2023
BK/PG: 1169-101

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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

PARKING AND VEHICLE REGISTRATION
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 2, Section 2.11, Common Elements is defined as all of the Property except the portions which constitute Units, including all driveways and parking areas, which are not reserved for use by an individual Unit or Owner(s); and

WHEREAS, no driveway, parking areas, or Parking Spaces within the Property are assigned, reserved, or specified for use to a Unit, and therefore are Common Elements; and

WHEREAS, pursuant to Article 14, Section 14.9 of the Master Deed, the Board of Directors may promulgate rules and regulations restricting parking on and about the Property, including restricting the number of vehicles which any Owner or Occupant may bring onto the Property; 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. Further, pursuant to Article 14, Section 14.9, if any vehicle is parked on the Property in violation this section or any rules and regulations or should a vehicle be parked

as to obstruct a fire lane, a Unit, or the flow of traffic, the vehicle may be towed pursuant to the regulations therein; and

WHEREAS, the Board now desires to adopt the following Resolution outlining certain policies, procedures, rules and regulations governing parking on the Property, applicable to all Owners, Occupants, guests, and invitees.

NOW THEREFORE, pursuant to the authority established by the Master Deed, the Board hereby adopts the following Parking and Vehicle Registration Policy, and hereby incorporates into the Rules and Regulations of the Association, to be effective as of the 17th day of March, 2023:

PARKING AND VEHICLE REGISTRATION POLICY

I. PARKING REGULATIONS

Parking is restricted pursuant to Article 14, Section 14.9 of the Master Deed

- A. Owners and Occupants may not reserve Parking Spaces, Parking Spaces are available on a first come, first served basis.
- B. Parking on lawns, landscaped or grassed areas, or any common areas of the Property is strictly prohibited.
- C. Parking in a fire lane is strictly prohibited.
- D. Parking which obstructs the flow of traffic, another vehicle, or access to any Unit, or otherwise creates a hazardous condition is strictly prohibited.
- E. No buses, trailers, mobile homes, motorcycles, boats, boat trailers, all-terrain vehicles, go-carts, campers, vans or vehicles on blocks, unregistered vehicles, or the like are permitted to park in a Parking Space on the Property. These types of vehicles must be parked in designated spaces on the Property.
- F. Golf carts are strictly prohibited on the Property with the exception of those owned by the Association and used for maintenance purposes.
- G. Repair work on any motor vehicle in a Parking Space is strictly prohibited, except in the case of emergency repair.
- H. Any vehicle that is not properly registered with the proper governmental authority as well as the Association, or that is not operable is strictly prohibited to park on the Property.
- I. Commercial vehicles are prohibited on the Property unless prior written approval is given by the Board. "Commercial vehicle" shall be deemed to include vehicles with commercial license tags, as well as any cars, trucks and vans in styles normally used for private purposes, but painted with or carrying

commercial advertising, logos, or business names or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle.

II. OWNERS/OCCUPANTS

- A. Every Owner or Occupant shall be required to register their vehicle with the Association through its property management company and submit the required documentation (which may include but is not limited to: valid photo ID, valid vehicle registration and license plate; lease agreement; or closing documents).
- B. Any Owner or Occupant whose is residing on the Property prior to the Effective Date of this Resolution shall have thirty (30) days from the recording of this Resolution, to properly register their vehicle(s) with the Association.
- C. Any Owner or Occupant who moves into a Unit on the Property after the recording of this Resolution and occupies a Unit for more than thirty (30) days, shall have thirty (30) days from either (i) the date of closing on the Unit or the effective date of any lease or move-in date for a Unit to properly register their vehicle with the Association.
- D. Upon proper registration of a vehicle, as determined by the Board and its property management company, the Owner or Occupant shall receive one (1) decal per vehicle to clearly indicate that each vehicle has been properly registered with the Association. **The decal must be thereafter immediately placed on the driver side of the bottom of the rear windshield of the vehicle.** If this isn't possible, the Board may provide written consent for the decal to be placed in another location on the vehicle which is easily identifiable.
- E. Owners and/or Occupants will receive one (1) decal per properly registered vehicle. The Board may assess costs of additional decals to an Owner and/or Occupant if necessary.

III. VISITORS

- A. Any guest of an Owner or Occupant who parks on the Property for any period which exceeds two (2) nights must display a visitors parking pass. Owners or Occupants must provide the Association with the license plate number and a copy of a valid state issued driver's license of any visitor in order to receive a visitor's parking pass from the Association.
- B. Visitors of any Owner or Occupant may park in any available Parking Space and are subject to all parking regulations in the Master Deed and any Rules and Regulations, including those herein.
- C. Owners and Occupants will be responsible for the parking violations of their guests.

IV. VIOLATIONS

- A. The Board shall have the power to enforce any remedy outlined in the Master Deed and By-laws. The failure of the Board to enforce any provision of the Master Deed, By-laws, or any rules and regulations shall not constitute a waiver of the right of the Board to do so thereafter.
- B. Any Owner or Occupant who fails to properly register their vehicle with the Association within the time frames outlined in Article II herein, or any Owner or Occupant whose guest fails to properly register their vehicle in accordance with Article III herein, shall be fined twenty-five dollars (**\$25**) per day until such vehicles 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.
- C. Any Owner or their Occupant who is found to be in violation of this Resolution, the Master Deed or the Rules and Regulations shall be fined as follows, any such fines shall be collected in the same manner as assessments as outlined in the Master Deed:
 - i. **First offense:** Courtesy warning issued to include a ten (10) day reinspection for compliance with this Resolution.
 - ii. **Second offense:** Fifty dollar (\$50.00) fine, in addition to a ten (10) day reinspection for compliance with this Resolution.
 - iii. **Third or additional offenses:** Vehicle to be towed in compliance with Article 14, Section 14.9 of the Master Deed and the costs to be assessed against the Responsible owner as a Specific Assessment.
- D. In addition to the remedies outlined herein, as well as any other remedy available in the Master Deed, the Association may tow a vehicle in accordance with the requirements of Article 14, Section 14.9 of the Master Deed, and the By-laws.
- E. Any Owner or Occupant or any guest of an Owner or Occupant who parks in a way as to damage any Association property, including improvements thereon, may have a Special Assessment levied against the responsible Owner's Unit for the cost of repair or replacement, which shall be collected in the same way as assessments outlined in Article 10 of the Master Deed and shall be a lien upon the Unit.

V. ELECTRIC VEHICLES

- A. Electric vehicles may only be charged at designated charging stations on the Property.
- B. Notwithstanding the above, electric vehicles may be charged in Garage Units if the Board has given prior written approval for an individual meter to be installed in a Garage Unit.
- C. Charging an electric vehicle from any other portion of the Unit is strictly prohibited.
- D. Any Owner or Occupant or any guest of an Owner or Occupant who is found to be in violation of this Section V shall be fined as follows, any such fines shall be collected in the same manner as assessments as outlined in the Master Deed:
 - i. **First offense:** Fifty dollar (\$50.00) fine.
 - ii. **Second offense:** One hundred dollar (\$100.00) fine.
 - iii. **Third or additional offenses:** Two hundred dollar (\$200.00) fine per occurrence.

VI. 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, enforcement rights, 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 Parking and Vehicle Registration 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 17th 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.

[Signature]
(witness #1)

By: [Signature] (L.S.)

[Signature]
(witness #2)

Print Name: Diane Ellison White
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

I, JACQUE WILLIAMS, Notary Public for the State of South Carolina, do hereby certify that DIANE WHITE, 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 19th day of MARCH, 2023.

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