

OCEANWALK OWNERS' ASSOCIATION REGULATIONS

These Rules and Regulations (the “**Rules**”) have been adopted by the Board of Directors (the “**Board**”) of the Oceanwalk Owners’ Association (the “**Association**”) pursuant to the Board’s authority to adopt, modify, and revoke rules and regulations as set forth in the Master Deed of Delta Management Corporation, Reed Realty, Inc. KKV Enterprises, Inc. and RVF, Inc. establishing Oceanwalk Horizontal Property Regime, Phase I, (the “**Master Deed**”) as recorded in the Beaufort County Register of Deeds (the “**ROD**”) in Book 358 at Page 1779, amended in the ROD Book 493 at Page 1562 in order to promote the best residential experience for the owners, tenants, and their guests in the community known as Oceanwalk (“**Oceanwalk**”). These Rules may be regularly amended by the Board in accordance with the Master Deed and the Association’s Bylaws (the “**Bylaws**”). For purposes of these Rules, “the Property” shall mean the land and all improvements described in Exhibit A of the Master Deed.

A. GENERAL.

1. Owners are responsible for their guests and tenant’s guests. Owners are subject to any fines or actions resulting from the violations of these Rules, the Master Deed, Bylaws, and local and state laws committed by tenants and guests.
2. Property Damage: Damage to the common areas of Oceanwalk, both inside and outside, is prohibited and will be repaired at the owner’s expense. Owners responsible for such property damage will be subject to fines up to \$250.00
3. Pest Control: Routine pest control is provided by the Association. Additional pest control beyond routine inspection and treatment is the responsibility of the owner. Infestations requiring additional response by pest control are the responsibility of the owner. Costs incurred by the Association in response to infestations, such as bed bugs, shall be the responsibility of the owner.
4. Before any tenant or occupant of a unit commences occupancy, he or she must sign an acknowledgement of having read and understood these Rules.

B. ACCESS.

1. Owners and occupants must permit the Association to conduct pest control and must provide keys to the unit for that purpose and emergencies. The Association shall have the right to re-key, at owner’s expense, any apartment lock for which a working key is not timely provided.
2. Building access FOB procedure permits two access FOBs per owner. Two additional FOBs may be purchased at \$25.00 each if the unit is not rented long term. If the unit is rented long term, tenants may purchase up to two FOBs per bedroom as long as those individuals are on the current lease.
3. No unit occupant shall cause any exterior access door to be left ajar giving access to the premises.

C. OCCUPANCY.

1. Maximum occupancy is two persons per bedroom.
2. Only residential occupancy is permitted.
3. All occupants must appear on the lease. No occupant may live in a unit without being on the lease.
4. Any individual who has been evicted or has been served a notice of eviction is prohibited from future occupancy.

D. NUISANCE.

1. No occupant is permitted to interfere with the peace and enjoyment of the residents of other units. Loud noise and other disruptive behaviors are prohibited.
2. Drug use, drug sales, and other criminal activity are prohibited and subject to fines and eviction.
3. Smoking is prohibited in all interior common areas of the premises as well as the interior and exterior portions of the front entrance and the interior and exterior portions of all breezeways. No smoking is permitted within 40 feet of any entrance.

E. AMENITIES.

1. Maximum occupancy is two persons per bedroom.
2. Only residential occupancy is permitted.
3. All occupants must appear on the lease. No occupant may live in a unit without being on the lease.
4. Any individual who has been evicted or has been served a notice of eviction is prohibited from future occupancy.
5. Pool Rules: Pool rules are posted at the pool areas. Pools are not to be used other than during the posted hours. Pets of any kind are not permitted in the pool area. Glass is not permitted in the pool areas. All posted pool rules are to be strictly observed.
6. Tennis Court Rules: Tennis courts are to be used only during posted hours. Non-marring tennis shoes are to be used. Animals, bicycles, skateboards, etc. are not permitted on the courts and no activity other than tennis is permitted.

F. PETS.

1. Pets are not permitted on the premises except by owners. All pets must be registered with the management company. Owners are responsible to clean up after their pets and pets that cause distress to other owners/residents/guests through barking, biting, scratching, damaging property, etc., will not be tolerated.
2. Pets are prohibited inside the pool areas and tennis courts.

G. BUILDING.

1. Bicycles, skateboards and similar devices are prohibited from use inside the building. No bikes are allowed through the front entrance or the atrium elevator. Bikes are only allowed entrance via the rear service elevator. These devices may be walked to and stored inside the units (not on patios/balconies except for units that can store them behind the first floor short walls out of sight). Chemical fuel powered devices of any kind are prohibited from entering the building. Bicycles, mopeds and the like must be placed in the parking areas designated for them and those not stored in these areas will be removed at the owner's expense.
2. Balconies and Patios: Open flame devices are not permitted; sweeping items over the porches to units below or cleaning of rugs, dust mops, and other similar objects from the windows or balconies is prohibited. Only furniture appropriate for outdoor use and small plants are allowed; bird feeders or bird cages using bird seed are prohibited. Storing bicycles and the like on balconies and patios is prohibited.
3. Hanging garments, towels, rugs, or similar objects from the windows, balconies, or any of the facades of the property is prohibited.
4. Posting advertisements or posters/printings and the like in or on the property is prohibited except as authorized by the Board.
5. All trash must be in kitchen trash bags tied closed and shall be thrown in the trash chutes. All other items are prohibited from being placed in the chutes and are to be discarded in accordance with the Town Rules and Regulations; no items or trash are to be placed in any of the common areas of the premises.
6. Sliding doors, windows or screens: all sliding doors, windows and screens must be maintained properly. Broken sliding doors, windows and screens must be repaired or replaced so as to conform to the general appearance of the overall building. Visible backing must be material produced specifically for window treatment and must be white or off-white in color to maintain a uniform appearance throughout the building. Broken sliding doors, windows and exterior screens must be repaired immediately by the owner of the Regime will have repaired at owner's expense.
7. Waterbeds are not permitted.
8. Renovations: renovations involving structural elements, electrical repairs and modification, plumbing repair and modifications are prohibited without the appropriate town permits and approval of the Association.
9. Satellite Dishes: satellite dishes are not permitted on the roof or any common area of the building or grounds. Dishes placed in the porch areas may not protrude beyond the railing or concrete pad. Satellite dished may not be attached to railings.
10. Installation of wiring, antennae, dishes and the like for electrical or telephone installations, television or radio, air conditioning fixture or similar objects outside of the dwelling or

which protrude through the walls or roof or balcony perimeter of the unit is prohibited except as authorized by the Board.

H. PARKING. All drivers and vehicles must comply with South Carolina Department of Motor Vehicle regulations and state laws while on the property.

1. All vehicles parked at Oceanwalk must be registered with management company and each vehicle must display a parking decal affixed to the inside front lower windshield on the driver's side. Each unit will be issued up to one (1) decal per bedroom. Visitors must have a valid guest pass hanging from the rear view mirror of the vehicle. Long term tenant decals expire with the lease renewal date.
2. Oversize box vans/trucks that cannot fit into a standard parking spot and commercial vehicles are prohibited.
3. No vehicle is allowed to use more than a single parking space.
4. Owners will be issued a decal at no charge upon completion of a vehicle registration form and presentation of a valid driver's license and a current vehicle registration at the management company office.
5. Non-owner residents will be issued a renter's decal upon completion of a vehicle registration form. Presentation of a valid driver's license, current vehicle registration, copy of current lease listing the vehicle owner as tenant and completed Background Check Acknowledgement Sheet and payment of \$25. No renter's decals will be issued for oversize box vans/trucks that cannot fit into a standard parking spot or commercial vehicle.
6. Visitors may obtain one (1) temporary guest pass per bedroom at no charge for up to two weeks. Guest's passes will only be issued two times consecutively. No guest passes will be issued for oversize box vans/trucks that cannot fit into a standard parking spot or commercial vehicles. These passes can be called in by owners and/or residents with a valid lease on file and can be picked up at the management company office during normal business hours.
7. Parking permits will not be issued for boats, campers, trailers, oversize box vans/trucks that cannot fit into a standard parking spot, commercial vehicles, marked taxicabs and recreational vehicles.
8. All trucks, oversize pickups and large vans must use the parking area to the sides of the building to allow for clear passage of emergency vehicles.
9. Abandoned, unlicensed, uninsured, poorly maintained or inoperable vehicles are not permitted on the premises and are subject to immediate towing at the owner's expense. Vehicle repair, maintenance and washing are prohibited; repeated honking, loud noise and/or frequent car alarm violations are prohibited.

I. RULE VIOLATION ENFORCEMENT STRUCTURE

1. Enforcement Structure.
 - a. For violations in the areas of (1) use or sale of illegal substances while on the Property; (2) criminal activity in violation of federal, state, or local law against Association property; (3) common area property damage (inside and outside); (4) return after being evicted for future occupancy; or (5) failure to allow a contracted

pest control company to apply regular applications of pest control products through a communicated posted schedule, immediate action will be taken to correct these issues, which may include an initial fine, request for eviction or other subsequent action as necessary by majority vote of the Board in accordance with the Master Deed, Bylaws, and applicable law.

- b. All other violations by first-time Rules violators will result in an initial compliance notice sent to the owner (and where appropriate violator and the management company) with stipulation that the owner has addressed the violation in accordance with the following:
 - i. An initial compliance notice will be sent requiring the owner to provide written response within ten days that the violation has been addressed and will not continue.
 - ii. Failure reply to the initial notice within ten days will result in a second notice, a \$100.00 fine, and ten days to respond.
 - iii. Failure to reply to a second notice within ten days will result in a \$200.00 fine and ten days to respond.
 - iv. Additional failure to respond will result in additional action by the Board as appropriate in accordance with the Master Deed, Bylaws, and applicable law.
- c. All Rule violations will compound for the life of the owner or tenant. Violations shall remain should a violator no longer be a resident of Oceanwalk for a period and return. Second and subsequent violators of these Rules may be fined according to the following:
 - i. Second violation (without regard to time) will result in a \$100.00 fine to the owner;
 - ii. Third violation (without regarding to time) will result in a \$200.00 fine to the owner;
 - iii. Subsequent violations will result (without regard to time) in additional action as approved by majority Vote of the Board in compliance with the Master Deed, Bylaws, and applicable law.
- d. Appeal Process: Actions by the Board to enforce these Rules can be appealed by the owner pursuant to the following procedure:
 - i. The owner must submit in writing to the management company, a request for review of actions within 60 days of the original posting of the violation.
 - ii. The owner should submit considerations to be addressed during the review to the management company in writing.
 - iii. The Board shall set an agreed upon date for review with the owner.
 - iv. A majority vote of the Board is required for a determination on appeal.
 - v. Any additional appeals require a majority vote of the Board.

2. Validation of Violation. Validation (i.e. pictures, written, eye witness, BCSO report, physical evidence, etc.) of violation (offered by any owner or the management company) shall be determined by the management company representative with the approval of the Board. A majority vote of the Board in support of the violation is required to proceed.
3. Compounding Violations. Violations of these Rules and the additional documents of the Association will compound for all levels in their enforcement.
4. New Management Company. All documentation of this enforcement structure shall transfer to a successor management company in the event the Association changes management companies.
5. Meeting Notice. Notice of a Rule violation, including rule number and/or document section and action taken, shall be listed in the minutes of the next scheduled Board meeting, special or otherwise.
6. Violation Documentation. A written copy of notice to the owner and action taken shall be placed in the owner file of record. Chronic violation by a party of these Rules and the documents of the Association will result in additional steps taken by majority vote of the Board.

J. REFERENCE TO REGULATIONS. These Regulations shall be referred to as the Oceanwalk Owners' Association Rules and Regulations. These Rules may be amended and/or restated from time to time, any such amendments to reflect the subsequent effective date.

K. SEVERABILITY. Should any of these Rules be void or become unenforceable at law or in equity, the remaining provisions hereof shall remain in full force and effect.

L. AMENDMENT. These Rules may be regularly amended as the Board determines from time to time, in accordance with the Master Deed, Bylaws, and applicable law including but not limited to the South Carolina Homeowners Association Act. The latest version of the Rules shall be posted in a conspicuous place in a common area or accessible to owners upon request via e-mail or other method, in accordance with the South Carolina Homeowners Association Act.

M. CONFLICT WITH GOVERNING DOCUMENTS. In the event of conflict between these Rules and the Master Deed or the Bylaws, the Master Deed or Bylaws shall control over these Rules. All capitalized terms not defined herein shall have the definition set forth in the Master Deed or the Bylaws, as applicable.