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THE OAKS AT MARSHVIEW HOMEOWNERS ASSOCIATION, INC.

- Violations, Fines and Enforcement Policy

July 2022

WHEREAS, the Board of Directors ("Board") of The Oaks at Marshview Homeowners Association, Inc. ("Association") is responsible for the operation of the community and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Oaks ("Declaration") recorded August 3, 2016, in Book 0573 at Page 299, and the Bylaws of The Oaks at Marshview Homeowners Association, Inc. ("Bylaws") recorded August 6, 2018, in Book 0738 at Page 446, with the Charleston County Register of Deeds. The Declaration was thereafter amended and/or supplemented by that: Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Oaks recorded November 10, 2016, in Book 0596 at Page 516; Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens and Bylaws for The Oaks recorded August 31, 2017, in Book 0663 at Page 628; and the Notice of Termination recorded September 17, 2019, in Book 0822 at Page 328; with the Charleston County Register of Deeds. The Declaration, as amended and/or supplemented by the foregoing, referred to as the "Declaration". The Bylaws were thereafter amended and/or supplemented by that: Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens and Bylaws for The Oaks recorded August 31, 2017, in Book 0663 at Page 628 with the Charleston County Register of Deeds. The Bylaws, as amended and/or supplemented by the foregoing, referred to as the "Bylaws". Also applicable are: Oaks at Marshview Homeowners Association, Inc. Architectural Guidelines recorded January 9, 2019, in Book 0771 at Page 153 with the Charleston County Register of Deeds. Hereinafter, the Articles of Incorporation, Declaration, Bylaws, such Guidelines, and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, may collectively be referred to from time to time as the "Governing Documents".

1. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless defined herein or the context shall clearly suggest or imply otherwise.

2. The violation of the Governing Documents may be grounds for the levying of a fine, sanction, suspension and/or penalty against an Owner and/or Lot by the Association. An Owner is responsible for any violation whether it occurs as a result of the acts or omissions of such Owner or any Permittee, and shall subject the Owner and Lot to the same liability as if the act or omission was that of the Owner.

3. Except with respect to the failure to pay an assessment or other charge, the Association shall send the Owner written notice ("1st Notice") of an alleged violation of the Governing Documents which shall include: the date or approximate date, if known, of the violation; the provision(s) of the Governing Documents violated; a description of the violation; the timeframe within which the violation must be cured; and the fine, sanction, suspension and/or penalty to be imposed if not cured. If no timeframe is included in the 1st Notice, the fine must be paid and/or violation must be cured, as may be applicable, within seven (7) days of the date of the 1st Notice.

Failure to cure a violation within applicable time period may result in the imposition of a fine or sanction at the frequency of every week beginning from the date of the second written notice ("2nd Notice"), and shall be cumulative, unless otherwise expressly specified by the Board in its sole discretion, and/or may also result in the imposition of a suspension. Current fine amounts shall be as follows:

- a. 2nd Notice: \$25.00
- b. third notice: \$50.00
- c. fourth notice: \$100.00
- d. all notices thereafter: all such fines, sanctions, suspensions and/or penalties as determined by Board, including without limitation, daily fines, and/or any remedies under the Governing Documents and the law.

Notices after the 1st Notice may be sent at such intervals and thereafter contain such timeframes as determined by the Board, in its sole discretion; however, if no timeframe is included, the timeframe shall be seven (7) days from the date of the applicable notice.

Repeat violations of the same provision of the Governing Documents which occur within a six (6) month period ("Repeat Violation") shall resume with notices and fines on the escalation continuum as set forth above from the last notice/fine. In the event of a continuing violation (a single violation that persists), the Board may impose a daily fine against the Owner in an amount to be determined by the Board in its sole discretion until such time as the violation is cured or removed.

4. In addition to fines and/or other sanctions, an Owner who fails to cure a violation may also have his right to use the Common Area, recreational facilities and/or amenities (as applicable) suspended, including without limitation, key fobs being deactivated.

5. Further, with regard to a violation which an Owner fails to cure or any Owner responsibility which an Owner fails or neglects to do, the Association shall also have the right,

but not the obligation, to cure, perform any such responsibility and/or to self-help, after notice as provided in the Declaration; provided, however, the Board shall further have the authority at all times to avail itself of self-help, assistance and/or relief as it deems necessary and without prior notice if it determines in its sole and absolute discretion a violation, condition or circumstance constitutes a material danger to persons or property, or requires immediate action, or is an emergency. All costs and expenses of such performance and/or self-help, fines, and Costs of Collection shall be recoverable by the Association as an assessment against such Owner and Lot.

6. The notwithstanding anything to the contrary in this Policy, with regard to violations of the Architectural Guidelines and provisions of Governing Documents related to architectural review and control, fines, sanctions, suspensions and/or penalties may alternatively and/or additionally be set forth in such Architectural Guidelines, and the Board (or ARB, as applicable) may alternatively and/or additionally levy different and/or additional fines, sanctions, suspensions and/or penalties as it determines from time to time and on a case-by-case basis.

7. Fines shall be due and payable within ten (10) days of the date of the applicable notice. Fines shall be deemed an assessment, and if not paid when due, all provisions related to the late payment of assessments shall be applicable. Further, an Owner's failure to timely pay any fine may result in such Owner's right to use the Common Area, recreational facilities and/or amenities (as applicable) suspended, including without limitation, key fobs being deactivated.

8. The amount of the fines, as well as type and/or length of sanctions, suspensions and/or penalties, may be set by the Board, in its sole discretion and from time to time, limited only as may be required by the Declaration, Bylaws and law. Notwithstanding the foregoing, the Board shall have the authority at all times to reasonably deviate, in its sole and absolute discretion, from any established fines, sanctions, suspensions and/or penalties and/or this Policy.



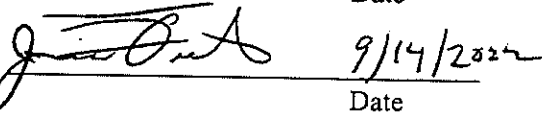
9. Except with respect to the failure to pay an assessment or other charge, an Owner shall have the right to appeal a violation. Any such appeal must be in writing and must be submitted to the Board within ten (10) days of the date of the first notice of such violation. A repeat or continuing violation may only be appealed once. The Board will consider all timely appeals at its next regularly, scheduled meeting; provided, however, the Board, in its sole discretion, may elect to hold a special meeting for the same. The minutes of the meeting shall contain a written statement of the results of the hearing, and/or the Board may, in its sole discretion, issue a decision thereon in writing to the Owner. The Board's decision on such appeal shall be final. The notice requirement shall be deemed satisfied if an Owner submits a written appeal.

10. Nothing in this Policy shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents or law for a violation, or from combining a fine with any other remedy or requirement to redress any violation, including without limitation, self-help to the extent permitted by law regarding the enforcement of any violation of the Governing Documents. Notwithstanding anything to the contrary contained

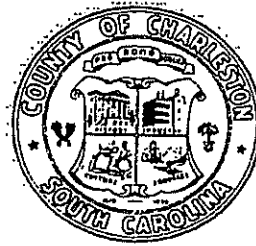
herein, if the Board elects to enforce any provision of the Governing Documents by self-help, or by suit at law or in equity to enjoin any violation, or to recover monetary damages, or both, it can do so without the necessity for compliance with the foregoing procedure, and may do so simultaneously.

11. To the extent this Policy conflicts with the Declaration or Bylaws, the Declaration and then the Bylaws shall control. This Policy shall hereby replace and supersede in its entirety any previous such policy and to the extent it conflicts with any exiting rule or policy, this Policy shall control.

BOARD OF DIRECTORS OF THE OAKS AT MARSHVIEW HOMEOWNERS ASSOCIATION, INC.:

 Date 9/14/22	_____	Date
 Date 9/14/22	_____	Date
 Date 9/14/2022	_____	Date

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