

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



<b>Instrument #:</b>	2022022482		
<b>Receipt Number:</b>	154358	<b>Return To:</b>	SIMONS & DEAN
<b>Recorded As:</b>	MISCELLANEOUS		
<b>Recorded On:</b>	August 29, 2022		
<b>Recorded At:</b>	10:39:39 AM	<b>Received From:</b>	SIMONS & DEAN
<b>Recorded By:</b>	NW	<b>Parties:</b>	
<b>Book/Page:</b>	RB 14351: 306 - 311		Direct- SUMMERVILLE PLACE HOME OWNERS
<b>Total Pages:</b>	6		Indirect- SUMMERVILLE PLACE HOME OWNERS

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

<b>Recording Fee:</b>	\$25.00
<b>Tax Charge:</b>	\$0.00

*Margaret Bailey*

Margaret Bailey - Register of Deeds



**SUMMERVILLE PLACE HOME OWNERS  
ASSOCIATION, INC.**

**BOARD RESOLUTION  
Re-Adoption and Re-Affirmation of Violation Policy**

WHEREAS, the Board of Directors ("Board") of Summerville Place Home Owners Association, Inc. ("Association") is responsible for management and supervision of Summerville Place 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 and Restrictions for Summerville Place ("Declaration") recorded January 21, 1988 in Book 602 at Page 079; Supplementary Declaration of Covenants, Conditions, easements and Restrictions of Summerville Place Subdivision recorded January 21, 1988 in Book 602 at Page 067; Bylaws of Summerville Place Homeowners Association, Inc. Recorded July 6, 2021 in Book 13480 at Page 164; First Amendment to By-Laws of Summerville Place Homeowners Association, Inc. recorded January 5, 2022 in Book 13910 at Page 320, recorded in the Dorchester County Register of Deeds (collectively hereinafter, the Declaration and Supplementary Declaration may be referred to as "Governing Documents").

WHEREAS, Article VII, Section 3., of the Bylaws states, "A Majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be e regarded as the act of the Board.

WHEREAS, Article VII, Section 4., of the Bylaws provides that any "Action taken by a majority of the directors without at meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board,..."

WHEREAS, the Board previously made, adopted and promulgated certain rules, regulations, guidelines, procedures and policies regarding Members/Owners, occupants and tenants, assessment collection, and violations and penalties, but were not recorded.

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's rules, regulations, and amendments to the rules and regulations be recorded.

WHEREAS, the Board has determined to re-adopt and re-affirm the attached Violation Policy, and to record it.

WHEREAS, a duly held and authorized meeting of the Board was held July 1, 2022, and the within Resolution was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, in order to protect and assure an attractive, high quality

**SUMMERVILLE PLACE HOME OWNERS ASSOCIATION, INC.**

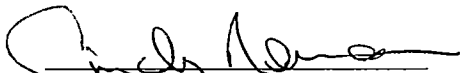
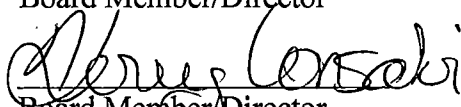

<u></u> Board Member/Director	<u>8-18-22</u> Date	_____	_____
<u></u> Board Member/Director	<u>8-18-22</u> Date	_____	_____
<u></u> Board Member/Director	<u>8/18/22</u> Date	_____	_____

Exhibit A**Summerville Place Homeowners Association, Inc.****Violation Policy**

May 2019

1. In the event of (a) violation(s) (“Violation”) by an Owner of the Declaration, Bylaws or any rules or regulations duly adopted (collectively, “Governing Documents”), the Association shall send the Owner written notice of said Violation.

2. In the event the Owner fails after fifteen (15) days of such written notice (“Notice”) to cure the Violation, the Association shall have the power to:

- a. suspend, after a hearing, an Owner’s voting rights;
- b. suspend, after a hearing, an Owner or occupant’s right (and the right of his/her family, guests and/or tenants) to use the recreational facilities. Hereinafter, Owner or occupant, and his/her respective family, guests and tenants, shall be collectively and individually referred to as “Owner”; and/or
- c. levy fines for such Violation.

All Notices shall specify the date and nature of the violation. Each Violation is separate and stands alone, but may be sent in one Notice.

The Board shall have the power to impose all or any combination of the foregoing. Such sanctions are in addition to any of the Association’s remedies under as set forth in the Governing Documents for an action to recover damages, or obtain injunctive and equitable relief, for enforcement, or for all; and any other remedies under the Governing Documents or applicable law not specifically excluded.

3. Fines.

- a. The amount of fines shall be set by the Board, in its sole discretion and from time to time.
- b. For all Violations
  - i. Time sensitive violation (i.e. mowing grass, trash cans at the street, over growth), Notice shall be delivered to Owner and thereafter, the failure to cure:
    - A. within fifteen (15) days of Notice shall result in a fine of \$25.00;
    - B. within thirty (30) days of Notice shall result in a fine of \$50.00;

- C. within forty-five (45) days of Notice shall result in a fine of \$75.00;
- D. within sixty (60) days of Notice shall result in a fine of \$100.00; and every (15) days thereafter.

ii. Not time sensitive violations (i.e. trim painting, fence repair, pressure washing), Notice shall be delivered to Owner and thereafter, the failure to cure:

- A. within thirty (30) days of Notice shall result in a fine of \$25.00;
- B. within forty-five (45) days of Notice shall result in a fine of \$50.00;
- C. within sixty (60) days of Notice shall result in a fine of \$75.00;
- D. within sixty (75) days of Notice shall result in a fine of \$100.00; and every (15) days there after.

Fines shall be cumulative, unless otherwise expressly specified by the Board in writing, in its sole discretion.

c. Repeat Violations of the same section of provision of the Governing Documents occurring within a six (6) month period ("Repeat Violations") shall incur fines in the following amounts, at a frequency of every week beginning from the date of the second written notice, and shall be cumulative, unless otherwise expressly specified by the Board in writing, in its sole discretion. There shall be no cure time for a Repeat Violation:

i. Second Repeat Violation: Notice delivered to the Owner and a fine of \$25.00 shall be levied against the Lot.

ii. Third Repeat Violation: Notice delivered to the Owner and a fine of \$50.00 shall be levied against the Lot.

iv. Fourth Repeat Violation for the same infraction: Notice delivered to the Owner and a fine of \$100.00 shall be levied against the Lot.

4. Suspension of rights. If due to a violation of rules and regulations, the Board seeks to suspend either voting rights or rights to use the recreational facilities:

a. the Board must hold a hearing at which the general requirements of due process shall be observed. In such cases, the Notice referenced above for 2(a) and 2(b) shall also include the time, place and date of the hearing;

b. a determination of the Violation, and the time of suspension or other sanctions shall be made by a majority vote of the Board;

c. the Owner shall have the right to appeal any adverse ruling of the Board and shall be entitled to a hearing *de novo* before the membership of the Association, at which the general requirements of due process shall be observed;

d. upon an appeal by an Owner of a decision by the Board, a special meeting shall be held within sixty (60) days from the decision by the Board, but the decision of the Board shall remain in effect unless overruled by a majority vote of the members present at the special meeting; and

e. the Board shall have the right to suspend voting rights and rights of an Owner to the use of the recreational facilities for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

5. Violations which require, in good faith and through no fault of the Owner, greater than fifteen (15) days (or such as time frame as may be specified) to cure, may be given additional, reasonable time, in the Board's sole and reasonable discretion upon a prompt, written request by the Owner.

6. An Owner and the Lot shall be subject to the foregoing fines and suspension in the event of such a Violation by him/her or his occupants, and their respective family, guests and/or tenants.

7. Unpaid fines in a total amount exceeding \$500 may be subject to collection, lien and/or foreclosure, in the Board's sole discretion.

8. In the event that the Owner fails to cure and incurs a fine and/or suspension, in addition to the applicable fines and/or suspension, the Association may impose all costs and expenses, including reasonable attorneys' fees, associated with the enforcement of the Governing Documents, and as may be permitted under the same, and whether or not litigation is commenced.

9. The Board shall have the sole discretion and authority to deviate from the policies and procedures set forth herein (excluding those which mirror the Declaration) in the event that it deems any particular matter warrants different procedures or processes.

10. To the extent this Violation Policy conflicts with the Declaration, Bylaws or applicable law, the Declaration and Bylaws shall control.

11. This Violation Policy May 2019 shall be effective upon recording.