

BELFAIR HOMEOWNERS' ASSOCIATION, INC.

Administrative Resolution #2019-01

Collection Policy

**WHEREAS, Article III Section a** of the By-Laws of the Association grants power to the Board of Directors to conduct Association's business.

**WHEREAS, Article III Section b** of the By-Laws grants the authority to levy assessments against owners.

**WHEREAS, Article VI Section 8** of the Declaration of Covenants authorizes the Association to take necessary action including fines to enforce all covenants and restrictions. And because the Association's economic well-being relies on the timely payment of assessments, fines and other allowable charges. And because it is the Board's duty to use its best efforts to collect funds owed to the Association.

**WHEREAS, Article V Section 3** of the Declaration of Covenants authorizes the Association to suspend enjoyment rights of any member for account delinquencies.

**LET IT BE RESOLVED THAT** these collection procedures shall be followed:

1. AMOUNTS PAYABLE TO THE ASSOCIATION include but are not limited to regular assessments, special assessments, rules enforcement fees, fines, repairs to the common area that are an owner's responsibility, repairs to an owner's property performed by an outside contractor at the instruction of the Board for non-compliance with the established standards and Covenants of the Association, legal fees and other costs associated with collection of funds on behalf of the Association.

2. PAYMENT SCHEDULE

- a) The regular assessment is payable annually for the calendar year in advance. Fees not paid within thirty (30) days of the due date on the annual notice will be considered delinquent. Payments received will be applied to the oldest charge on the owner's account first.
- b) Special assessment is payable by the due date on the Special assessment notice.
- c) Fines (Administrative Resolution #2019-2) are payable immediately upon receipt of notice but not later than thirty (30) days of the date of the notice.

3. LATE FEES & INTEREST CHARGES. A late fee of \$10.00 will be charged monthly on all delinquent balances for regular and special assessments, fines and other allowable charges in excess of \$75.00, unless a payment plan has been approved by the Board and required payments made on time in accordance to the payment plan's schedule. Late fees will accumulate until the cause triggering the assignment of the original assessment, fine or allowable charges is resolved to the satisfaction of the Board and the accumulated fines are paid in full.

4. LIEN FILING. The Association may file a lien for all accounts that are 90 or more days delinquent. All costs for preparation, recording and satisfying liens shall be paid by the owner.

5. COLLECTION SERVICES. If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs.

Book 2381-3520

2019021452 03/29/2019 12:21:56:627

Fee: \$10.00 County Tax: \$0.00

ByLaws - HOA

State Tax: \$0.00



2019021452

John T. Hopkins II

Richland County R.O.D.

6. ADMINISTRATIVE CHARGES. The Association may charge the owner additional administrative fee of minimum \$100.00 incurred for, but not limited to:

- a) Enforcement of the Association's Rules, By-Laws or Declaration of Covenants or Policies,
- b) Coordinating repairs to the Association's common areas that result from the acts of owners, their tenants or guests,
- c) Coordinating repairs to the homeowner's property due to failure to comply with requests to bring their property up to standards of the Association and Covenants and any other rules established and communicated by the Board,
- d) Owner bankruptcy, Foreclosure action or deed in lieu of foreclosure,
- e) Notification, filing and satisfying liens.

7. SUSPENSION OF ENJOYMENT RIGHTS TO COMMON AREAS FOR NON-PAYMENT- The Association reserves the right , as provided in its Covenants and By-Laws, to suspend enjoyment rights to common areas, including but not limited to the community pool, of any member for any period during which any assessment remains unpaid. The pool key fob will be deactivated for any members who are delinquent until their account is brought current.

8. A \$35.00 Non-Sufficient Funds check charge, or a maximum allowed by South Carolina statute, will apply to any check returned by the bank.

So ruled and adopted by the Board of Directors for the Belfair Homeowners' Association, Inc.

on this the 21<sup>st</sup> day of February 2019.

Mr. William Lynch, President

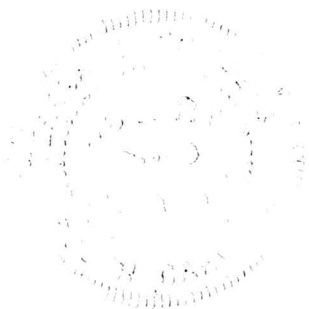
William D. Lynch, Jr.  
W.D.L.

Witnessed by on this the 21 day of February, 2019.

Teresa Bridgers

Notary Public

My commission expires 05/04/2020.  
Richland County SC





BELFAIR HOMEOWNERS' ASSOCIATION, INC.

Administrative Resolution #2019-02

**Covenant Inspections and Fines Policy**

**WHEREAS, Article IV Section 3** of the Covenants of the Association grants power to the Board of Directors to conduct Association business.

**WHEREAS, Article VI Section 3** of the Covenants grants the authority to levy assessments against owners.

**WHEREAS, Article VI Section 8** of the Covenants authorizes the Association to take necessary action including fines to enforce all covenants and restrictions. And because the Association's economic well-being relies on the timely payment of assessments, fines and other allowable charges.

**WHEREAS, Article II section 13** of the Covenants authorizes the Association to request corrective actions and in case of non-compliance, arrange for outside contractors to perform the work at the homeowner's expense.

**WHEREAS,** it is the Board's duty to use its best efforts to preserve and improve values of all properties in the subdivision.

**WHEREAS,** the Association has adopted a policy for covenant inspections and fines procedures.

**LET IT BE RESOLVED THAT** these covenant inspections and fines procedures shall be followed:

1. **INSPECTION SCHEDULE.** The Property Management Company hired by the Association to conduct inspections or the Board-authorized person shall assess all properties during monthly inspections, or in accordance to the schedule based on the days allowed for corrections of violations, listed below, at which time any covenant or Association-established rules and regulations violations will be documented. At the request of the Board, the Management Company or the Board-authorized person shall conduct additional inspections to individual properties if necessary.

2. **NOTICE OF VIOLATIONS AND FINES SCHEDULE**

- a) **First Letter of Violation notice.** A notice of covenant or rule violation will be mailed to the owners. The owner will have 10 days to correct violation unless otherwise specified in the letter. Owners will be given an opportunity to communicate IN WRITING with the Board/ Management Company if additional time is needed or if there are extraordinary circumstances. Furthermore, a specific deadline will need to be requested by the owner and approved by the Board. If corrections are not made by the agreed upon deadline, the fine process will be reverted to the original date of the violation and any fines, which would have been applied for non-compliance, will be added to the homeowner's account and due upon receipt of notice of non-compliance.
- b) **Second Letter of Violation notice.** Upon a re-inspection by the Management Company or the Board-authorized person, a second notice is to be mailed to homeowners within 30 days after the first Letter of violation if not corrected or an extension granted by the Board, with a fine of \$25.00 for failure to correct the violation, due within 30 days of the date on the notice. The owner will have 10 days to correct the violation unless otherwise specified in the letter or the



Owner communicates IN WRITING with the Board/ Management Company if additional time is needed or if there are extraordinary circumstances.

- c) **Third Letter of Violation notice.** Upon a re-inspection by the Management Company or the Board-authorized person, a third notice is to be mailed to homeowners within 30 days after the second Letter of Violation if not corrected or an extension granted by the Board, with a fine of an additional \$50.00 for failure to correct violation, due within 30 days of the date on the notice. The owner will have 10 days to correct the violation, unless otherwise specified in the letter or the Owner communicates IN WRITING with the Board/ Management Company if additional time is needed or if there are extraordinary circumstances.
- d) **Fourth Letter Of Violation notice** – Upon a re-inspection by the Management Company or the Board-authorized person, a fourth and final notice shall be mailed to homeowner within 30 days after the third letter of violation, if not corrected or an extension granted by the Board, notifying the homeowner that the HOA will make arrangements with an outside contractor to make necessary repairs or address any maintenance issues. The fourth notice will include an estimated date when the work will be performed along with an estimate of contractor's fees and costs, if available prior to the notice, and an administrative fee (minimum of \$100.00) if the violation is not corrected within 10 days. The Board must approve any actions associated with the fourth notice and the work to be performed prior to the mailing.

2. **PAYMENT SCHEDULE-** Fines established in this resolution (Resolution #2019-02) are payable immediately upon receipt of notice but not later than thirty (30) days of the date of the notice.

3. **LATE FEES & INTEREST CHARGES.** A late fee of \$10.00 will be charged monthly on all delinquent balances for any assessments, fines and other allowable charges in excess of \$75.00. Late fees will accumulate until the cause triggering the assignment of the original assessment, fine or allowable charges is resolved to the satisfaction of the Board and the accumulated fines are paid in full. A \$35.00 Non-Sufficient Funds check charge, or a maximum allowed by South Carolina statute, will apply to any check returned by the bank.

4. **LIEN FILING.** The Association may file a lien for all accounts that are 90 or more days delinquent. All costs for preparation, recording and satisfying liens shall be paid by the owner.

5. **COLLECTION SERVICES.** If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs.

6. **ADMINISTRATIVE CHARGES.** The Association may charge the owner additional administrative charges of minimum \$100.00 incurred for, but not limited to:

Enforcement of the Association's Rules, By-Laws or Declaration of Covenants or Policies,

Coordinating repairs to the Association's common areas that result from the acts of owners, their tenants or guests,

Coordinating repairs to the homeowner's property due to failure to comply with requests to bring their property up to standards of the Association and By-Laws and any other rules established and communicated by the Board,



RICHLAND COUNTY SC

Owner bankruptcy, Foreclosure action or deed in lieu of foreclosure,  
Notification, filing and satisfying liens.

So ruled and adopted by The Board of Directors for the Belfair Homeowners' Association, Inc.  
on this the 21<sup>st</sup> day of February 2019.

Mr. William Lynch, President

William D. Lynch Jr.  
*[Signature]*

Witnessed by Teresa Bridgers on this the 21 day of February, 2019.

Notary Public

My commission expires 05/04/2020.  
Richland County SC





BELFAIR HOMEOWNERS' ASSOCIATION, INC.

Administrative Resolution #2019-03

Street Parking Policy

**WHEREAS, Article III Section a** of the By-Laws of the Association grants power to the Board of Directors to conduct Association's business.

**WHEREAS, Article II Section 5** states that no noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners or Co-owners of other Lots in the Community.

**WHEREAS, Article II Section 6** of the Covenants prohibits overnight parking of buses, trailers, mobile homes, motorcycles, boats, boat trailers, all-terrain vehicles, go-carts, campers, vans or vehicles on blocks, unlicensed vehicles, or like vehicles on either any streets within the Community, in the Common Area or on any Lot, without the approval of the Association .

**WHEREAS, Article V Section 3** of the Covenants grants the right of the Association to establish reasonable rules, regulation and policies for the proper management of the association and the promotion of the health, safety and welfare of the residents of the Community, and to fine any member or members and to suspend the enjoyment rights of any members for an appropriate period of time to be determined on a case by case basis by the Board of Directors for any infraction of its published rules and regulations by that Owner or Co-owner, family member, licensee, employee, or guest, etc.

**WHEREAS, South Carolina Code of Laws Section 56-5-2530 (A)** states "Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police offices or official traffic-control device, no person shall:

(1) Stop or park a vehicle:

(a) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.

(b) On a sidewalk.

(c) Within an intersection.

(d) On a crosswalk.

(e) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings.

(f) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.

...

(2) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

(a) in front of a public or private driveway

Book 2381-3525

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Fee: \$10.00

County Tax: \$0.00

ByLaws - HOA

State Tax: \$0.00



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Richland County R.O.D.

(b) Within fifteen (15) feet of a fire hydrant.

(c) Within twenty (20) feet of a crosswalk at an intersection.

(d) Within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway.

...

(f) At any place where official traffic-control devices prohibit standing.

**WHEREAS**, street parking, especially, during morning hours when school busses are picking up children in the Community, presents a safety concern.

**LET IT BE RESOLVED THAT**

1. All South Carolina State laws related to street parking and traffic, including Section 56-5-2530, shall be followed and any violation of these laws are considered illegal actions and are subject to being reported to the proper authorities.

2. The overnight parking of any vehicle on any streets within the Community, including Cul-de-sac roads, shall be prohibited between the hours of 12 A.M. (Midnight) and 8:00 A.M., Monday through Friday, without the approval of the Association.

3. No parking at any time on any grassy or unpaved areas of the Lots, Common Areas and sections between the curbs and sidewalks.

4. No parking at any time directly across from any driveways in the Community, as it creates a nuisance and safety concern for the owners' of those driveways, and is enforceable in accordance to Article II Section 5 of the Covenants.

5. Any reported parked vehicles creating nuisance to other owners, if deemed a valid complaint by the Board, will be addressed as a Covenant violation under Article II Section 5 of the Covenants.

6. Violations of any part of this Resolution, once adopted, shall be addressed with the same rules and corrective actions process as all other violations of the Association's Covenants, By-laws, resolutions and regulations.

**So ruled and adopted by the Board of Directors for the Belfair Homeowners' Association, Inc.**

on this the 21<sup>st</sup> day of February 2019.

Mr. William Lynch, President

William D. Lynch, Jr.  
W.D.L.

Witnessed by on this the 21 day of February, 2019.

Teresa Bridgers

Notary Public

My commission expires 05/04/2020.  
Richland County SC.

