

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

CHEROKEE HILLS ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF
DIRECTORS TO ADOPT
FINE COLLECTION POLICY & PROCEDURES**

Cross Reference: Declaration of Covenants, Restrictions and
Conditions for the Subdivision known as Cherokee Hills,
Greenwood, South Carolina, Property of the Greenwood Company
Deed Book 194, Page 315

The undersigned, being the Board of Directors of Cherokee Hills Association, Inc. (the “Board” and the “Association,” respectively), do hereby consent, agree, authorize, resolve and adopt the following:

FINE COLLECTION POLICY & PROCEDURES

WHEREAS, pursuant to Paragraph 14 of the Declaration of Covenants, Restrictions and Conditions for the Subdivision known as Cherokee Hills, Greenwood, South Carolina, Property of the Greenwood Company, recorded in Deed Book 194 at Page 315 of the Greenwood County Register of Deeds Office (as amended and supplemented, the “Declaration”) authorizes the Board to assess reasonable fines against any lot as a Specific Assessments in amounts deemed as appropriate by the Board in their discretion for violations of the Association’s Covenants, Restrictions, Bylaws and Rules and Regulations; and

WHEREAS, Paragraph 14 also provides that said Specific Assessments shall constitute a continuing lien upon the Lot against which the assessment is made; and

WHEREAS, the Board desires to provide the following Fine Collection Policy & Procedures which outline and summarize the Association’s authority pursuant to the Declaration, and provides simplified guidelines for the use of the Board and homeowners; and

WHEREAS, under no circumstances shall this Fine Collection Policy & Procedures be interpreted or construed to limit, restrict, or amend the remedies, and procedures set for in the Association’s Declaration, or Bylaws; nor shall it be interpreted in any way that conflicts with the Declaration or Bylaws; and

NOW THEREFORE, The Board hereby adopts the following **FINE COLLECTION POLICY & PROCEDURES:**

- 1. NOTICE:** When an Owner/Alleged Violator has been found to be in violation of any of the Association’s covenants, restrictions, Bylaws, or rules and regulations, they will receive the following notices:

- a. First Notice- the Owner/Alleged Violator shall be provided written notice of the violation outlining the nature of the alleged violation and providing the Owner/Alleged Violator with a time period within which the violation must be remedied before a fine is imposed.
 - b. Second Notice: If the violation is not remedied within the time period provided in the First Notice, the Owner/Alleged Violator will be provided a second written notification indicating that a fine has been imposed and providing a due date to pay the fine.
 - c. Delinquency Notice: If a fine is not paid by the due date, it is considered delinquent. If fines are delinquent for a period of more than ten (10) days, they shall incur a late fee in an amount determined by the board as will be indicated in the Delinquency Notice.
 - d. Final Notice: If the violation is not remedied and fine not paid within sixty (60) days, a Final Notice will be sent to the Owner/Alleged Violator via certified mail. The Final Notice will indicate that if the amount owed is not paid in full, that either a collection agency or law firm will be engaged to assist. The Owner/Alleged Violator has thirty (30) days from receiving the certified letter to pay the amount in full or collection or legal action will commence. The letter shall further indicate that a lien may attach to the Lot and include interest, not to exceed eighteen percent (18%) per year on the principal amount due from the date first due and payable. The lien may also include all late charges and costs of collection, including reasonable attorney's fees and management company charges incurred.
2. **HEARING**: An Owner/Alleged Violator who disputes a noticed violation may request a Hearing before the Board or appropriate Committee in writing within thirty (30) days of the first notice provided thereof. If an Owner/Alleged Violator fails to present a written request for a hearing within this thirty (30) day period, the Owner has waived his/her right to a Hearing and impliedly consented to the validity of the violation and monetary fine.
 3. **APPEAL**: Following the aforementioned Hearing by the Board or appropriate Committee, an Owner/Alleged Violator shall have the right to appeal the decision to the Board by providing a written notice of appeal to the Board within sixty (60) days of the said Hearing.
 4. If a collection agency is engaged or legal action commenced, in addition to fines and late fees assessed, there will be a one-time eighteen percent (18%) interest rate charge on the fine debt amount and the Owner/Alleged Violator will be responsible

to pay the collection agency or legal fees incurred to collect the debt and enforce the restrictions.

5. The Board reserves the right to modify this policy at any time upon majority approval by its members.
6. The Board will post these policies and procedures on the Cherokee Hills Association, Inc. website.

ADOPTED by the Board of Directors of Cherokee Hills Association, Inc. this the _____ day of _____, 2023 (“Adoption Date”), to be effective on _____, 2023 (“Effective Date”).

The undersigned, being duly authorized representative of the Board of Directors of Cherokee Hills Association, Inc., hereby certifies that the foregoing Fine Collection Policy & Procedures were duly approved and adopted by the Board of Directors on the foregoing Adoption Date.

[SIGNATURE PAGE TO FOLLOW]

