

Recorded by and Return to:
Womble Bond Dickinson (US) LLP
P.O. Box 999, Charleston, SC 29402
STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ENFORCEMENT POLICIES AND ASSESSMENT COLLECTION FEES FOR
CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (Including Community Enhancement Fees and Right of First Refusal) for Carnes Crossroads Residential was recorded in Book 9360, Page 1, of the Berkeley County ROD Office on March 12, 2012 as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, pursuant to the Declaration and the Bylaws of Carnes Crossroads Community Association, Inc. (the "Association"), by and through its Board of Directors, the Association is authorized to promulgate rules and regulations governing the property subject to the Declaration; and

WHEREAS, the South Carolina Homeowners Association Act a/k/a Section 27-30-110 et seq. of the South Carolina Code of Laws (1976) enacted on May 17, 2018 (hereinafter "SCHA Act") requires that a homeowners association record the rules and regulations promulgated by the Board of Directors; and

WHEREAS, as required by the SCHA Act, the Board of Directors of the Association is desirous of recording its Enforcement Policies attached hereto as **Exhibit "A"** and Assessment Collection Fees attached hereto as **Exhibit "B"**, which are in effect as of the below stated date;


WHEREAS, the Enforcement Policies and the Assessment Collection Fees are subject to modification and amendment by the Association in accordance with the terms of the Declaration and Bylaws.

NOW, THEREFORE, KNOW ALL THESE PRESENTS, that the Board of Directors of Carnes Crossroads Community Association, Inc. hereby records the Enforcement Policies attached hereto as **Exhibit "A"** and Assessment Collection Fees attached hereto as **Exhibit "B"**, pursuant to the South Carolina Homeowners Association Act which are in effect as of the date hereof.


IN WITNESS WHEREOF, the parties set their hands and seals this 21st day of September, 2020.

WITNESSES:

Carnes Crossroads Community Association, Inc.



1st witness

By: 

Matthew R. Sloan, its President



2nd witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkeley)

I, the undersigned Notary Public, do certify that Carnes Crossroads Community Association, Inc. by Matthew R. Sloan, its President, personally appeared before me, and having satisfactorily proven to be the persons whose names are subscribed above, have acknowledged the due execution of the within Instrument.

Witness my official seal this 21st day of September, 2020.

Maggie R. Dusibier (SEAL)
Notary Printed Name: Maggie R. Dusibier
Notary Public for: South Carolina
My Commission Expires: 10/16/24



Exhibit "A"**CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.
ENFORCEMENT POLICIES**

In addition to and in furtherance of Sections 4.3 and 9.11 of the Declaration and Section 3.24 of the By-Laws, the Board of the Association has adopted the following Enforcement Policies to address and eliminate violations of the Governing Documents (as defined in the Declaration). Defined terms used herein will have the meaning given to them in the Declaration.

1. **Management Company.** The Management Company retained by the Association is authorized to act on behalf of the Association in the sending of notices and other communications with Members regarding violations and enforcement actions as discussed herein or in the Declaration.
2. **Establishment of a Violation.**
 - a. **Architectural.** Any Improvement of any kind or nature erected, placed or altered on any Unit that has not been first approved by the governing Architectural Review Board (ARB) or is constructed, installed, or made in violation of the Declaration, including Article 9 thereof. It follows that any structure, Improvement or landscaping placed or made in violation of the Declaration, including Article 9 thereof, shall be deemed nonconforming.
 - b. **Use Restrictions.** Any activity or condition allowed on any Unit that is in direct opposition to either the requirements or the prohibitions stated in the Declaration or the Use Restrictions. Attached hereto as **Exhibit A-1** are sections of Article 10 of the Declaration for reference by the Members.
3. **Notice of Violation.**
 - a. **Initial Notice.** The Association will send the Member a written notice of the Violation (Initial Notice) which will state the following:
 - (i) The nature, description and location of the Violation; and
 - (ii) Proposed sanctions to be imposed; and
 - (iii) Statement that the violating Member may present a written request for a hearing to the Board [or the covenants committee, if applicable,] within ten (10) Days of the notice; and
 - (iv) Statement that the proposed sanction shall be imposed as contained in the notice unless the Violation is corrected within 30 days following the date of the notice.
 - b. **Second Notice.** If the Violation is not corrected in the time period stated in the Initial Notice, then the Association will send the Member a second written notice of the Violation (Second Notice) which will state the following:

- (i) The nature, description and location of the Violation; and
- (ii) Proposed sanctions to be imposed; and
- (iii) Statement that the violating Member may present a written request for a hearing to the Board [or the covenants committee, if applicable,] within ten (10) Days of the notice; and
- (iv) Statement that the proposed sanction will be imposed as contained in the notice unless the Violation unless the violating Member requests a hearing is received within ten (10) Days of the notice.

The First Notice and Second Notice will be sent to the Member by the Association in the manner required by the Declaration and in accordance with South Carolina law. Both the First Notice and Second Notice may also state a means of the violating Member to remedy the Violation.

- c. **Non-Remedied Violations.** As stated in Section 9.3 of the Declaration and in addition to other rights of the Association stated in the Association's Governing Documents or as stated herein, if a Member fails to remedy the Violation after the below notices, then the Association shall have the right to enter upon the property, cure or remove the violation, and restore the property to substantially the same condition as previously existed, except for the cure or removal of the violation. Entry upon the property for such purposes will not constitute a trespass. The costs incurred by the Association to cure or remove the violation will be levied by an expense of the Member through a Special Assessment (per Section 8.6 of the Declaration).
- d. **Fine Structure.** Any fine imposed pursuant to this policy or the Governing Documents shall be imposed at the rate of \$25.00 per day beginning to accrue no earlier than ten (10) days following the Notice of Fine Date. The Association may adjust the per day fine rate on an annual basis.
- e. **Hearing.** If a hearing is requested by the Member within the allotted ten (10) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The Member shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- f. **Appeal.** If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within ten (10) Days after the hearing date.

4. **Corrective Action by Member.** The violating Member should notify the Association upon the correction of the Violation with photographic or other appropriate evidence of the correction of the Violation.

5. **Corrective Action by Association.** In the situation in which a Violation is determined to exist and the Board determines that the Violation may be readily corrected, removed or abated, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated as discussed above by retaining a contractor or by the other actions of the Association or its Management Company. In the event that the Association elects to initiate any action to cause the Violation to be corrected, removed or otherwise abated or by other actions, the Association will give prior notice of the intended undertaking to the Member, which notice will include the following:

- a. Association will be entitled to recover from the Member the actual costs incurred by the Association in correcting or eliminating the Violation as a Special Assessment owed by the Member as set for in the Declaration.
- b. The Association, including its agents and contractors, will not be liable to any Member or any third party for any damages or costs alleged to arise by virtue of any action undertaken as in a reasonable manner by the Association or its Management Company pursuant to the terms of this policy or the Governing Documents.

6. **Referral to Legal Counsel.** The Board may, at any time during the enforcement process, refer a Violation to legal counsel to pursue any legal or equitable remedy that may be available to the Association (including, but not limited to, seeking injunctive relief) against the Member to correct or otherwise abate a Violation, if the Association deems retention of legal counsel to be in the best interests of the Association.

7. **Cure of Violation During Enforcement.** As noted above, the Member may correct or eliminate a Violation at any time during the execution of any procedure prescribed by this Policy or the Declaration. Upon verification by Association that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. However, notwithstanding the corrective action by the Member, the Member will remain liable for all costs and fines incurred by the Association or assessed by the Association with respect to the Violation, which costs and fines, if not paid upon demand, will be subject to collection by the Association from the Member as a Special Assessment.

Exhibit A-1
Use Restrictions - Sections of Article 10 of the Declaration

10.4 Leasing. Residential Units may be leased for residential purposes only. All leases of any Unit, or any portion thereof, shall require, without limitation, that the tenant acknowledge receipt of a copy of the Governing Documents. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

10.5 Residential Use. Residential Units may be used only for residential purposes of a single family and for ancillary business, home occupation, or home office uses. A business, home occupation, or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not involve regular visitation of the Residential Unit by clients, customers, employees, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; (e) the activity conforms to the requirements of a customary home occupation as adopted from time to time by the City of Goose Creek; and (f) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

No other business, trade, or similar activity shall be conducted upon a Residential Unit without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required. The leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Unit which it owns within the Properties, including the operation of a timeshare or similar program nor shall this Section apply to any Unit which has not been designated as a "Residential Unit." No garage sale, moving sale, rummage sale, auction or similar activity shall be conducted upon a Residential Unit without the prior written consent of the Board and compliance with any rules adopted by the Board.

10.7 Vehicles.

(a) Automobiles, non-commercial trucks and vans shall be parked only in garages, driveways, other appropriate spaces or areas designated for parking by the Declarant and/or the Association, or otherwise as permitted by applicable law. No motorized vehicles shall be permitted on pathways, sidewalks, or unpaved areas except for public safety vehicles authorized by the Board. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties.

(b) Recreational vehicles shall be parked only in the garages, if any, serving the Units or, with the prior written approval of the ARB, other hard-surfaced areas which are not visible from the street or Adjacent Properties. "Visibility" shall be determined by the ARB in its sole discretion. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, "jet skis" or other watercraft, trailers, other towed vehicles, motorcycles, mini-bikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in

violation of this provision shall be considered a nuisance and may be removed from the Properties. The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

(c) Construction, service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties.

(d) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. Any vehicle parked in violation of this Section or any parking rules promulgated by the Board may be towed in accordance with the Governing Documents.

10.10 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Residential Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred or maintained for commercial purposes without prior written Board approval. All permitted pets shall be reasonably controlled by the owner whenever outside a dwelling and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted in any lake, pond or other body of water, within any Adjacent Property except in compliance with conditions established by the owner of such Adjacent Property. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, such animal shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3. This provision shall not be construed to interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation. Service animals in active use shall be permitted on the Properties.

10.11 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might, in the sole discretion of the Board, disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property.

No noxious or offensive activity shall be conducted within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without Limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as maybe used exclusively for security purposes or as approved by the ARB, shall be located, installed or maintained upon the exterior of any Unit unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or Occupant.

10.12. Storage of Materials, Garbage, and Dumping. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any pond, lake, drainage ditch or stream within the Properties or on any Common Area, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff.

Each Owner shall maintain its Unit in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash or debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Unit shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall keep streets, roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Units and shall not be buried or covered on the Unit. Any Unit on which construction is in progress may be policed prior to each weekend, and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. In addition, Owners shall remove trash and debris from the Unit upon reasonable notice by Declarant in preparation for special events.

10.14 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

Exhibit B
ASSESSMENT COLLECTION FEES

1. General Assessments, as defined in Article 8.1 of the Declaration, will be due on or before January 1 of each year. Neighborhood Assessments, Special Assessments, and Specific Assessments will be due and payable in the manner stated in Article 8 of the Declaration.

2. Any Assessment payments that are unpaid after thirty days will be considered past due and the account will be deemed delinquent.

3. Once an account is deemed delinquent, a \$25 administrative fee will be added to the account. In addition, the **total** assessment and any other payment amount that is past due will bear interest beginning on the payment due date and continuing until the account balance is paid in full at the lesser of 18% per annum and the maximum interest rate allowed by law.

4. A letter advising the Owner of the delinquency may be sent via regular U.S. mail to remind the Owner that payment has not been received. The letter will:

- Be sent via regular U.S. mail to the Unit address as well as any additional addresses on file with the Association.
- Provide the Owner with thirty (30) days after the date of the letter to make payment for all amounts due.
- Notify the Owner that its right and privilege to use Association property and facilities may be suspended if any part of the balance remains unpaid ninety (90) days after the due date of the Assessment payment.

5. If the account still remains delinquent thirty-days after the date of the above notice letter, then a second notice may be sent to the Owner. The second notice letter will:

- Be sent via regular U.S. mail to the Unit address as well as any additional addresses on file with the Association.
- Notify the Owner that its account may be turned over to legal counsel or a collections agency unless the account is brought current within thirty (30) days after the date of the second notice letter.
- Advise the Owner that its right and privilege to use Association property and facilities will be suspended and shall remain suspended if any part of the balance remains unpaid ninety (90) days after the due date of the Assessment payment.

6. If the account remains delinquent thirty (30) days after the date of the second notice letter, then the Owner's account may be sent to the Association's attorney or collections agency for the commencement of further collections actions, including pre-suit lien foreclosure.

7. Once the account has been forwarded to legal counsel or a collections agency, the Association may require that all communication regarding the account be held solely by the Owner with the attorney or collection agency. The Association's legal counsel or collections agency may send a Notice of Intent to Record a Claim of Lien letter in accordance with the requirements of South Carolina Law (which may include a notice sent by regular U.S. mail to the property address as well as all addresses on file with the Association). The Owner will be sent a Notice of Intent to Record a Claim of Lien letter in the manner stated herein for all past due amounts, including interest, late fees, and attorney's fees and have forty-five (45) days after the date of the Notice to pay all amounts due before a Claim of Lien is recorded.

8. If the account remains delinquent forty-five (45) day after the date of the Notice of Intent to Record a Claim of Lien, a Claim of Lien may be filed and recorded against the property with the Berkeley County Register of Deeds Office.

9. A copy of the recorded Claim of Lien, along with a Notice of the Association's Intent to Foreclose on the Lien, will be sent to the Owner in accordance with the requirements of South Carolina Law. The Notice of Intent to Foreclose will advise the Owner of the Association's intent to file an assessment lien foreclosure lawsuit if the past due amounts are not paid in full within forty-five (45) days after the date of the Notice of the Association's Intent to Foreclose on the Lien.

10. The Association may file a lawsuit seeking to foreclose its lien for the unpaid assessment at any time if the past due amount is not paid in full within forty-five (45) days after the date of the Notice of the Association's Intent to Foreclose on the Lien. This lawsuit may include a claim for lien foreclosure and a claim for a personal judgment against the Owner or Owners personally liable for unpaid assessments.