



MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.

BOARD RESOLUTION

Violations, Fines and Enforcement Policy
December 2020

WHEREAS, the Board of Directors ("Board") of Meeting Street at Shelmore Property Owners Association, Inc. ("Association") is responsible for management of Association and property, 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 Amended and Restated Master Deed Shelmore Village Horizontal Property Regime, as may be amended, ("Master Deed") and ByLaws of Meeting Street at Shelmore Property Owners Association, Inc., as may be amended, ("Bylaws") recorded February 22, 2013, in Book 0312 at Page 392 with the Charleston County Register of Deeds. The Master Deed was amended by that First Amendment to the Amended and Restated Master Deed Shelmore Village Horizontal Property Regime recorded October 3, 2013, in Book 0365 at Page 413, Unit 17 Subdivision Amendment Shelmore Village Horizontal Property Regime recorded October 17, 2013, in Book 0368 at Page 414 and Second Amendment Amended and Restated Master Deed Shelmore Village Horizontal Property Regime recorded November 8, 2013, in Book 0372 with the Charleston County Register of Deeds. The Master Deed and Bylaws were also amended by that Third Amendment to Amended and Restated Master Deed Shelmore Village Horizontal Property Regime and the First Amendment to ByLaws of Meeting Street at Shelmore Property Owners Association, Inc. recorded ~~January 8, 2021~~, in Book ~~0448~~ at Page ~~338~~ with the Charleston County Register of Deeds. The Master Deed as amended collectively hereinafter referred to as "Master Deed". The Bylaws as amended collectively hereinafter referred to as "Bylaws". Hereinafter, the Articles of Incorporation, Master Deed, Bylaws 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".

WHEREAS, Section 5 of Article II of the Bylaws states that "[a] majority, that is fifty-one (51%) [sic] of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board . . ."

WHEREAS, Section 6 of Article II of the Bylaws provides the "act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board . . ."

WHEREAS Section 8 of Article II of the Bylaws states that "[a]ny action required or permitted to be taken at a meeting of Directors may be taken without a meeting with the consent of a Majority of the Directors, in writing, setting forth the action so taken and signed by the Directors . . ."

WHEREAS, the Board has determined it is in the best interest of the Association and its members/owners and residents, and the community to revise and/or adopt a new Violations, Fines and Enforcement Policy December 2020, attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS, a duly held and authorized meeting of the Board was held and the within Resolution and the Violations, Fines and Enforcement Policy December 2020, attached hereto as Exhibit A and incorporated herein by reference, were put to a vote of the Board. The required quorum was present and the within Resolution and the Violations, Fines and Enforcement Policy December 2020 were approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby affirms, approves and adopts this Resolution and the attached and the Violations, Fines and Enforcement Policy December 2020 as follows:

1. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.

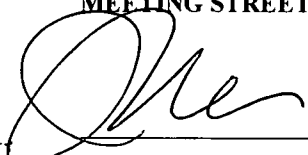
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless the context shall clearly suggest or imply otherwise.

3. Each member of the Board expressly waived notice requirement, if any, for the meeting.

4. The Board affirmed, approved and adopted this Resolution and the Violations, Fines and Enforcement Policy December 2020, attached hereto as Exhibit A and incorporated herein by reference, as certified by the President of the Association in the certification in Exhibit B attached hereto and incorporated herein by reference,

5. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the Violations, Fines and Enforcement Policy December 2020 upon recording. MEMBERS ARE RESPONSIBLE FOR DISTRIBUTING THE SAME TO ALL TENANTS, OCCUPANTS AND RESIDENTS.

MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.:

 12/29/2020

President Date
Judith Rabin

EXHIBIT A

MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.

**Violations, Fines and Enforcement Policy
December 2020**

The Board of Directors ("Board") of Meeting Street at Shelmore Property Owners Association, Inc. ("Association") provides the following the Violations, Fines and Enforcement Policy ("Policy") pursuant to the Amended and Restated Master Deed Shelmore Village Horizontal Property Regime, as may be amended, ("Master Deed") and ByLaws of Meeting Street at Shelmore Property Owners Association, Inc., as may be amended, ("Bylaws") recorded February 22, 2013, in Book 0312 at Page 392 with the Charleston County Register of Deeds. The Master Deed was amended by that First Amendment to the Amended and Restated Master Deed Shelmore Village Horizontal Property Regime recorded October 3, 2013, in Book 0365 at Page 413, Unit 17 Subdivision Amendment Shelmore Village Horizontal Property Regime recorded October 17, 2013, in Book 0368 at Page 414 and Second Amendment Amended and Restated Master Deed Shelmore Village Horizontal Property Regime recorded November 8, 2013, in Book 0372 with the Charleston County Register of Deeds. The Master Deed and Bylaws were also amended by that Third Amendment to Amended and Restated Master Deed Shelmore Village Horizontal Property Regime and the First Amendment to ByLaws of Meeting Street at Shelmore Property Owners Association, Inc. recorded JANUARY 8 2021 in Book 0416 at Page 238 with the Charleston County Register of Deeds. The Master Deed as amended collectively hereinafter referred to as "Master Deed". The Bylaws as amended collectively hereinafter referred to as "Bylaws". Hereinafter, the Articles of Incorporation, Master Deed, Bylaws 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. The violation of the Governing Documents may be grounds for the levying of a fine against the Co-Owner and/or Unit by the Association. A Co-Owner is responsible for any violation whether it occurs as a result of his/her/its own actions or the actions of his/her/its

family, guests, tenants, residents, occupants, invitees, licensees or other person on, about or admitted to Property or the community through such Co-Owner and/or his/her/its family, guests, tenants, residents, occupants, invitee and/or licensees.

2. Except with respect to the failure to pay assessments, the Association shall send the Co-Owner and, if applicable, the resident, tenant or occupant of the Unit, written notice of the violation of the Governing Documents ("1st Notice") which shall include: the date or approximate date of the violation, the provision(s) of the Governing Documents violated, a description of the violation, action(s) required to abate the violation, the penalty to be imposed, the time period within which the violation needs to be cured and the right to be heard. The time period to cure a violation shall be ten (10) days; however, the Board, in its sole discretion, may impose a longer cure time period and set forth such longer time period in the 1st Notice. If no time period is referenced in the 1st Notice, it shall be ten (10) days. A Co-Owner's right to be heard does not apply in cases of emergency.

3. In order to exercise the right to be heard, the Co-Owner must deliver a written request for such a hearing to the Board prior to the expiration of the ten-day cure period. If the 1st Notice provides a longer cure period, the request for a hearing must still be delivered to the Board within ten (10) days, or it shall be deemed untimely and invalid. A Co-Owner shall only have the right to one appeal per violation (or repeat or continuing violation).

4. The Board will consider all timely and proper requests at its next regularly, scheduled meeting in an executive session. Alternatively, the Board, in its sole discretion, may elect to hold an unscheduled meeting to hear such request. The Co-Owner shall be provided a reasonably opportunity to be heard and thereafter issue a decision in writing to the requesting Co-Owner. The Board's decision on such request shall be final. The notice requirement shall be deemed satisfied if an alleged violator submits a written request.

5. Failure to cure a violation within the time period provided in the 1st Notice (a) in the absence of a hearing request or (b) after the Board's confirmation of the violation and penalty shall result in fines in the following amounts, at the frequency of 10 days 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. Notices after the 1st Notice shall include the amount or form of the fine, the date or approximate date of the violation, the provision(s) of the Governing Documents violated and a description of the violation, action(s) required to abate the violation. Fine amounts shall be as follows:

- a. 2nd Notice: \$50.00
- b. Third written notice ("3rd Notice"): \$100.00
- c. Fourth written notice ("4th Notice"): \$200.00 and/or the Board may consider other options and remedies

Repeat violations of the same provision of the Governing Documents which occur within a six (6) month period ("Repeat Violation") shall incur fines in the following amounts, at a frequency of 10 days beginning from the date of the second written notice of Repeat Violation ("2nd Repeat Violation Notice"), and shall be cumulative, unless otherwise expressly specified by the Board in its sole discretion. Notices after the 1st Notice shall include the amount or form of the fine shall include the amount or form of the fine, the date or approximate date of the violation, the provision(s) of the Governing Documents violated and a description of the violation, action(s) required to abate the violation. Fine amounts shall be as follows:

- r. 2nd Repeat Violation Notice: \$50.00
- x. Third written notice of Repeat Violation ("3rd Repeat Violation Notice"): \$100.00
- y. Fourth written notice of Repeat Violation ("4th Repeat Violation Notice"): \$200.00 and/or the Board may consider other options and remedies.

In the event of a continuing violation (a single violation that persists), the Board may impose a daily fine against the Co-Owner in an amount to be determined by the Board in its sole discretion until such time as the violation is cured or removed.

6. In addition to the foregoing, for a violation as set forth in Section 20 of Article XVI of the Master Deed, the Association shall also have the right, but not the obligation, to tow a prohibited vehicle present in any General Common Areas which meets the criteria in that section after providing the vehicle owner with a one (1) hour oral notice to remove such vehicle. In such event, the costs and expenses related to such towing shall be the obligation of the vehicle owner. Such costs and expenses may be paid directly by the vehicle owner, and/or if the vehicle owner is a Co-Owner, may be charged to the Co-Owner's account.

7. Any Co-Owner with a delinquent account and/or who is in default under the Governing Documents (and the time to cure and for a hearing has expired) shall not be in good standing and his right to vote shall be suspended.

8. Fines shall be due and payable (postmarked) within ten (10) days of the date of the notice. Delinquent fines shall be subject to a late charge of ten percent (10%) per annum until paid in full.

9. In any proceeding arising from a Co-Owner's alleged default of the Governing Documents, including without limitation, a violation and/or failure to cure, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees. If the Association is the prevailing party, such attorneys' fees and costs shall be deemed an assessment. If unpaid by the defaulting Co-Owner, the Association may file a lien and such lien shall be subject to collection and enforcement in the same manner as assessments.

10. The amount of the fines shall be set by the Board, in its sole discretion and from time to time. Notwithstanding the foregoing, the Board shall have the authority at all times to reasonably deviate, in its sole and absolute discretion, from established fines and/or this Policy.

11. Nothing in this Policy shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents for such violations, 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 violations of the Governing Documents. The Board shall further have the authority at all times to avail itself of self-help, assistance and/or relief as it deems necessary, without prior notice, if it determines, in its sole and absolute discretion, a violation or circumstance constitutes a material danger to persons or property, or requires immediate action, or for any other substantial reason.

12. To the extent this Policy conflicts with the Master Deed or Bylaws, the Master Deed and then the Bylaws shall control.

13. This Policy shall be effective upon recording.

EXHIBIT B

CERTIFICATION

Personally appeared before me, the undersigned, Judith Rabin,
President of Meeting Street at Shelmore Property Owners Association, Inc., who being duly sworn, alleges and states as follows:

1. I am the duly elected President of Meeting Street at Shelmore Property Owners

2. I am over eighteen (18) years of age, competent, and make this Affidavit on personal knowledge.

3. The Resolution (with the Violations, Fines and Enforcement Policy December 2020, attached to it as Exhibit A) to which this Exhibit B is attached was put to a vote of Board of Directors. The required quorum was present, and the Resolution and the attached Violations, Fines and Enforcement Policy December 2020 was approved by the requisite number of Directors.

5. I have certified, and am hereby certifying, the vote of the Board of Directors of Meeting Street at Shelmore Property Owners Association, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANT SAYETH NOT.

MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.

President

Judith Rabin

SWORN and subscribed to before me
this 29 day of December, 2020.

Emily Clark
Notary Public for South Carolina
Printed Name of Notary: Emily Clark
My Commission Expires: February 3, 2026

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

SIMONS & DEAN ATTY AT LAW
 147 WAPPOO CREEK DR
 STE 604
 CHARLESTON SC 29412

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Michael Miller, Register Charleston County, SC		

MAKER:

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RECIPIENT:

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Recording Fee	\$ 25.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -

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