

# RECORDER'S PAGE



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 STE 8  
 CHARLESTON, SC 29412 (ENV)

RECORDED		
Date:	January 22, 2024	
Time:	9:55:19 AM	
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1224	328	HOA/Misc
Karen Hollings, Register of Deeds Charleston County, SC		

**MAKER:**

CENTER PARK SOUTH ETC

**RECIPIENT:**

NA

# of Pages: 6  
 # of Sats:  # of References:

Note:

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

Original Book: 0609

Original Page: 877

**TOTAL \$ 25.00**

DRAWER Drawer 2  
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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

**MEMORANDUM OF FILING COLLECTIONS POLICY OF  
CENTER PARK SOUTH AT PARK WEST**

**Whereas**, enclosed with this Memorandum of the Preserve at Center Park South at Park West (the "Association") is a regulation that is/was executed on November 15, 2023 (the "Effective Date") by vote of the Board of the Directors of the Association.

**Whereas**, the Association was formed by the Developer/Declarant in accordance with the Declaration which was recorded in the office of the ROD/RMC for Charleston County on January 12, 2017, in Record Book 0609 at Page 877, as amended from time to time; and

**Whereas**, the South Carolina Homeowners Association Act, S.C. Code Ann. 27-30-110, *et seq.* (the "Act") requires the Association to record a copy of all governing documents, rules, regulations, and amendments to rules and regulations, as defined in the Act, of the Association in the office of the ROD/RMC in the County in which the subdivision is located; and

**Whereas**, the Association desires to comply with the requirements of the Act by filing this Memorandum and the attached governing document, rule, regulation, or amendment to the rules and regulations of the Association (hereinafter the "Filing") as set forth in the Exhibit attached at the end of this Memorandum;

**Now, therefore**, the undersigned officer of the Association hereby records and certifies that the Filing as set forth in Exhibit "A" attached to this Memorandum is current, as initially adopted or, where applicable, as last amended by the Association as of the Effective Date to the best of the undersigned officer's knowledge and belief.

After recording, return to:  
Capell Thomson, LLC  
102 Wappoo Creek Dr., Ste. 8  
Charleston, SC 29412  
(843) 501-0423

In witness whereof, Center Park South at Park West has caused this instrument to be executed, this 3<sup>rd</sup> day of JANUARY, 20234

WITNESSES:

Center Park South at Park West

[Signature]  
Witness #1

By: [Signature]  
Signature

[Signature]  
Witness #2

Its: BOARD PRESIDENT  
Print Title

SWORN TO AND SUBSCRIBED before me this 3<sup>rd</sup> day of JANUARY, 20234

[Signature]  
Notary Public, State of SC  
My Commission expires: 1/9/27

Jackie Williams  
Notary Public, State of South Carolina  
My Commission Expires January 9th, 2027



## CENTER PARK SOUTH AT PARK WEST COLLECTION POLICY

The Board of Directors ("Board") of Center Park South at Park West ("Association") provides the following summary of the collection procedures for the Association for a delinquent account pursuant to the Declaration of Restrictions and Protective Covenants for Center Park South at Park West, as may be amended, ("Declaration") and the Bylaws of Center Park South at Park West, as may be amended, ("Bylaws"). The Articles of Incorporation, Declaration, Bylaws and any promulgated polices, rules, regulations, guidelines and the like hereinafter collectively, "the Governing Documents".

1. All capitalized terms used herein shall have the same meaning ascribed to them in the Governing Documents, unless defined herein or the context shall clearly suggest or imply otherwise.

2. Assessments and charges, whether Annual, Special, Capital Contributions or otherwise, including without limitation, fines and sanctions, (all collectively hereinafter referred to as, "Assessment" or "Assessments") are due and payable as follows: (a) Annual and Special Assessments shall be paid within thirty (30) days of the date of the notice for the same; (b) fines shall be paid within thirty (30) days of the imposition of the same; and (c) Capital Contributions and other sums, including without limitation, other assessments and charges shall be due how and when as determined by the Board from time to time and/or as set forth in the notice of the same. If no due date is included in such notice for charges under (b), then payment shall be due fourteen (14) days from date of the notice.

Currently, Annual Assessments are semi- annual and due on the first day of January and July of each year. As a convenience to Owners/Members, the Association provides a coupon book at the beginning of each year with four coupons for the year.

3. After written notice of the Annual or Special Assessments for the applicable period(s) is sent to the Owners, no further notice of such Annual or Special Assessments shall be required. Further, after an Owner has been notified in writing of the amount of any other Assessments, no further notice shall be required. Payments are due and payable whether or not an Owner receives an annual, quarterly, monthly or other bill or additional notice, or whether the Association sends the same.

4. Any Assessment not paid when due shall be delinquent. Assessments not paid in accordance with the schedule or installments as may be determined by the Board shall be considered delinquent after the due date(s) therefor. **In the event any payment is or will be late or past due for any reason, the Board strongly encourages such Owner to contact the community manager regarding the same as soon as possible. In the event an Owner believes there is a discrepancy with his account or any charge, such Owner should contact the property manager immediately.**

5. Delinquent Assessments shall bear interest from the date when due at ten percent (10%) per annum, or the maximum permitted by law, until paid in full.

6. Each Assessment, together with interests and charges thereon, and costs of collection thereof (including reasonable attorneys' fees and expenses) shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due and a lien upon such Lot in favor of the Association.

7. When an Assessment or any other charge is:

a. thirty (30) days past due, the Association may, but is not required to, send a delinquency notice;

b. sixty (60) days past due, the Association may, but is not required to, send another delinquency notice;

c. ninety (90) days past due, the Association may, but is not required to, send another delinquency notice;

d. one hundred and twenty (120) days past due or greater than five hundred dollars (\$500.00), the Board, in its discretion, may turn the delinquent account over to the Association's counsel for collection, including, but not limited to, the filing of a lien and/or action for collection and/or foreclosure, and/or other legal action.

**At such time as a delinquent account is delivered to the Association's counsel for enforcement and/or collection, the delinquent Owner must communicate directly with the Association's attorney regarding the delinquent account and resolution of the same.**

8. Further, when an Assessment is delinquent and until paid in full, Owner (and/or his/her family, guests, tenants, residents, occupants and invitees (and the family, guests, tenants, residents, occupants and invitee of the same)) shall not have the right of enjoyment and use of the Common Areas and recreational facilities, including without limitation, the pool. Further, the Board, in its discretion, may also suspend the rights of an Owner to vote or to use the Common Areas and any common services.

9. Payments must be in the form of a personal check, certified check or money order and made payable to **Center Park South at Park West**. Other accepted forms of payment are: online bill pay, e-check and online debit or credit cards. Payments may be made online by going to [www.imccharleston.com](http://www.imccharleston.com) and following the "New-Online Payment" instructions in the middle of the main page (or to such other online payment portal as may be utilized in the future by the Association). The Association requires an Owner to create/register his/her account. Post-dated checks and cash shall not be accepted.

10. Any checks returned to the Association for non-sufficient funds shall be debited to the Owner's account and the account shall be deemed delinquent. Such Owner will be charged

the statutory service charge set by Section 34-11-70(a)(3), South Carolina Code of Laws, as amended, which is thirty dollars (\$30.00) as of the date of this Collection Policy. Owners are responsible for knowledge of the law and the Association is not and shall not be responsible for informing Owners or amending this Collection Policy if such statutory sum is changed. Further, the Association shall have the right, but not the obligation, to re-submit the returned check to Owner's bank. If two or more personal checks of an Owner are returned for non-sufficient funds, the Board, in its sole and absolute discretion, may require that future payments by that Owner be made by cash, certified check, money order or other method determined by the Board.

11. Fines and penalties levied by the Association for violations of the Governing Documents shall be added to an Owner and Lot's account and shall be part of the Assessment obligation.

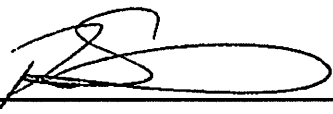
12. The delinquent Owner shall be responsible for all charges, interest, expenses, and all collection costs (including reasonable attorney and paralegal fees, court costs and expenses incurred), whether or not any action is filed. The lien provided for in the Governing Documents for each Assessment will include all such costs of collection (including charges, interest, expenses, reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law, and may be collectible as an Assessment.

13. Payments received from Owners shall be applied first to delinquent assessments, then to any legal fees and costs incurred by the Association, and then to any collection fees, late charges, interest and fines in that order.

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

15. To the extent this Collection Policy conflicts with the Declaration or Bylaws, the Declaration and then the Bylaws in that order shall control.

16. This Collection Policy shall be effective upon recording.

X  \_\_\_\_\_

Board President: Center Park South at Park West

X \_\_\_\_\_

Board Secretary: Center Park South at Park West