

**FIELDVIEW HOMEOWNERS ASSOCIATION
VIOLATION ENFORCEMENT POLICY**

FILED/RECORDED
January 16, 2019
DORCHESTER COUNTY
REGISTER OF DEEDS

WHEREAS, The Fieldview Homeowners Association ("Association") has authority pursuant to Article 9, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Fieldview ("Declaration") and Article 4, Section 1 of the Bylaws of Fieldview Homeowners Association, Inc. ("Bylaws") to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the Declaration and/or Bylaws;

WHEREAS, The Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the use restrictions and architectural control provisions of the Declaration and Bylaws and for the elimination of violations found to exist within the Fieldview Homeowners Association;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions of the Declaration and Bylaws of The Fieldview Homeowners Association and for the eliminations of violations of such provisions found to exist in, on or about any property within The Fieldview Homeowners Association and the same are to be known as the "Deed Violation Enforcement Policy" of the Association in the discharge of its responsibilities for determination and enforcement of remedies for deed violations with Fieldview Homeowners Association:

1. Establishment of Violation.

- a. Architectural. No buildings, fence, wall, landscaping or any other structure (as such defined in Article 5, Section 5 of the Declaration) shall be commenced, erected and maintained upon the property, nor shall any exterior addition to or change or alteration therein be made except pursuant to approval in compliance with this Article and the Architectural Guidelines.
- b. Restrictive Covenants. Any activity or condition allowed to continue on any Lot that is in direct opposition for Article 8, Sections 8.1 – 8.24 of the Declaration which is not expressly authorized by the Board is deemed a "Violation" under this enforcement policy for all purpose.

2. Notice of Violation.

- a. Initial Notice. Upon verification of the existence of a violation by the Management staff ("Management") of Fieldview Homeowners Association, Management will send to the Lot Owner a written notice of the discovery of the Violation ("Initial Notice") the Initial Notice will inform the recipient as follows:
 - (i) The nature, description and location of the Violations; and
 - (ii) A request to remedy the Violation; and a potential for a fine on the owner's account if corrective action is not taken within ten (10) days.

Return to: Stanson
122 Turner Field Way
Summerville SC 29485

- (iii) Notice that if the Violation has already been corrected or plans and specification for a subject improvement have been submitted to the ARB to disregard the notice.
- b. Second Notice of Violation. If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than ten (10) days from the Initial Notice, Management shall send to the Lot Owner a Second Notice of Violation informing the recipient as follows:
 - (i) The nature, description and location of the Violation and the failure of the Lot Owners to correct the Violation, as previously requested; and
 - (ii) Notice that a fine of \$25.00 has been assessed to the owner's account; and
 - (iii) Notice that if the Violation is corrected or eliminated within ten (10) days from the delivery of the Second Notice of Violation, no further action will be taken; and
 - (iv) If necessary, work on any Improvement must cease immediately and may not resume without the expressed written approval of the ARB; and
 - (v) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration, Bylaws or this Enforcement Policy.
- c. Failure to Remedy. Failure to (i) cease all work immediately upon receipt of the Second Notice of Violation, or (ii) remedy the current violation existing upon the Lot within ten (10) days of the date of the Second Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) a fine being levied by the Association against the Lot Owner, (b) correction of the offending Improvement by the Association at the expense of the Lot Owner through a Benefited Assessment being levied against the Lot or (c) any other remedy under law or at equity, the Declaration of this Enforcement Policy, including but not limited to injunctive relief. Management shall send to the Lot Owner a formal Notice of Decision informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Decision shall be the "Notice of Decision Date."
- d. Fine Structure: Any fine imposed pursuant to the provisions of Paragraph 2 shall be imposed at double the latest fine, beginning to accrue no earlier than ten (10) days following the Notice of Decision Date.
- e. Written Appeal. Included in the Notice of Decision will be the opportunity for the Lot Owner to make a written appeal to the Board. The Notice of Decision will allow the Lot Owners ten (10) days to contact Management, in writing. Should the Lot Owner fail to contact Management within ten (10) days of the Notice of Decision date, that party will have waived its opportunity for said written appeal.

3. **Corrective Action.** Where a Violation is determined to exist and referred to the Board of Directors of the Association, pursuant to any provision of this Enforcement Policy, Management with the approval of the majority of the Board of the Association, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment determined the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management decides to initiate any action by qualified contractors, the following will apply:
 - a. Management must give the Lot Owner and any third party directly affected by the proposal action prior written notice of undertaking of the action. Forgoing notice may be given at any time.
 - b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Lot Owner as an Assessment as set forth in Article 9, Section 3 of the Declaration.
 - c. The Association, and its agents and contractors will not be liable to the Lot Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 3 where the Association and its agents have acted reasonably and in conformity with this Enforcement Policy.
4. **Referral to Legal Counsel.** Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interest of the Association, The Board may, at any time **during the enforcement process**, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owners to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.
5. **Notices.**
 - a. Any notice required by this Enforcement Policy to be given, sent, or delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following.
 - i. When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgement acknowledging delivery of telecopy.
 - ii. When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.

- b. When the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.
6. **Cure of Violation During Enforcement.** A Lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collection as an assessment pursuant to the Declaration.

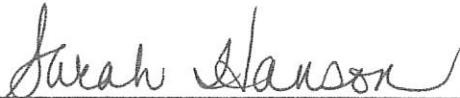
IT IS FURTHER RESOLVED THAT this Violation Enforcement Policy replaces and supersedes in all respects all prior resolutions with respect to enforcement of the Community Documents by Fieldview Homeowners Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

RESOLUTION
BY THE FIELDVIEW HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS
VIOLATIONS ENFORCEMENT POLICY

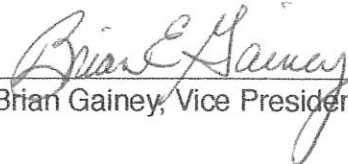
WHEREAS, the Board of Directors of the Fieldview Homeowners Association met on January 10, 2019, and reviewed the FIELDVIEW HOMEOWNERS ASSOCIATION VIOLATION ENFORCEMENT POLICY as adopted on October 21, 2014, and confirmed as a whole that this policy is still in effect and has not been revoked or amended since its original execution;

WHEREAS the Board of Directions wish to record the FIELDVIEW HOMEOWNERS ASSOCIATION VIOLATION ENFORCEMENT POLICY with the Dorchester County Register of Deeds Office;

IT IS FURTHER RESOLVED that the Violation Enforcement Policy has been accepted and confirmed by the present Board of Directors on January 10, 2019 as being in force and effect until revoked, modified, or amended.



Sarah Hanson, President




Brian Gainey, Vice President



Duane Honea, Secretary

FILED/RECORDED
January 16, 2019
DORCHESTER COUNTY
REGISTER OF DEEDS

This is to certify the foregoing resolution was adopted by the Board of Directors as of January 10, 2019.



Secretary

1/10/2019

Date

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2019001289		
Receipt Number:	58217	Return To:	S HANSON
Recorded As:	MISCELLANOUS		
Recorded On:	January 16, 2019		
Recorded At:	11:07:42 AM	Received From:	S HANSON
Recorded By:	NW	Parties:	
Book/Page:	RB 11710: 34 - 39		Direct- FIELDVIEW HOMEOWNERS ASSOCIATION
Total Pages:	6		Indirect- FIELDVIEW HOMEOWNERS ASSOCIATION

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$11.00
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds