

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

**CYPRESS GROVE HOMEOWNERS'  
ASSOCIATION, INC.**

**RECORDING OF DOCUMENTS PURSUANT  
TO THE SOUTH CAROLINA HOMEOWNERS  
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-  
110 TO -170):**

**Resolution of Board of Directors of Cypress Grove  
Homeowners' Association, Inc.: VIOLATION  
AND FINE POLICY (Adopted July 2021)**

**CROSS REFERENCE:** *AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR CYPRESS GROVE, recorded in Vol. 10738, Page 93.*

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Cypress Grove was recorded on May 7, 2014 in the Office of the Register of Deeds for Berkeley County in Vol. 10738 at Page 93 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Cypress Grove Homeowners' Association, Inc. is the Homeowners Association for Cypress Grove; and

WHEREAS, Cypress Grove Homeowners' Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Cypress Grove Homeowners' Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

**Resolution of Board of Directors of Cypress Grove Homeowners' Association, Inc.:  
VIOLATION AND FINE POLICY (Adopted July 2021)– attached as Exhibit A.**

IN WITNESS WHEREOF, Cypress Grove Homeowners' Association, Inc. has by its duly authorized officer(s) set its hand and seal this 30<sup>th</sup> day of January, 2023.

*[SIGNATURE PAGE(S) TO FOLLOW]*

SIGNED SEALED AND DELIVERED  
in the presence of:

CYPRESS GROVE HOMEOWNERS'  
ASSOCIATION, INC.

Ann Deery

(witness #1)

By: Paul Adcox (L.S.)

Print Name: Paul Adcox  
vice

Its: President

Wendee A. Little

(witness #2)

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

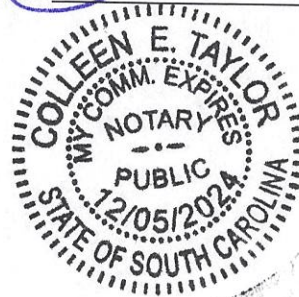
ACKNOWLEDGEMENT

I, Colleen Taylor, Notary Public for the State of South Carolina, do hereby certify that Paul Adcox, duly authorized officer of Cypress Grove Homeowners' Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 3rd day of January, 2023.

Colleen Taylor  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_





STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

**RESOLUTION OF THE BOARD OF  
DIRECTORS OF CYPRESS GROVE  
HOMEOWNERS' ASSOCIATION, INC.**

**Violation and Fine Policy**

**Cross Reference:** Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Cypress Grove, **Deed Book 9871**, at **Page 10738**

The undersigned, being the Board of Directors of Cypress Grove Homeowners' Association, Inc. (the "Board" and the "Association," respectively), **DO HEREBY CONSENT, AGREE, AUTHORIZE AND RESOLVE AS FOLLOWS:**

WHEREAS, pursuant to Article IX, Section 1 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Cypress Grove, recorded in **Deed Book 9871**, at **Page 10738** of the Berkeley County Register of Deeds (the "CCRs"), the Association has the power to enforce, by any proceeding at law or in equity, all or any provisions of the CCRs, including, without limitation, all restrictions, conditions, covenants, reservations, liens, and charges; and

WHEREAS, in addition to the authority to file a lawsuit to enforce compliance, pursuant to Article VIII, Section 1 of the CCRs, the Board of Directors of the Association (the "Board") is empowered to enforce the provisions contained within Article VIII of the CCRs regarding property uses and restrictions, and to levy fines against any Owner of any Lot who violates or attempts to violate the provisions contained therein, including the right to secure payment of those fines with a lien against the property; and

WHEREAS, the Board's enforcement authority is further detailed and process outlines by Article III, Section 3.23 of the Amended and Restated Bylaws of Cypress Grove Homeowners' Association, Inc., recorded as Exhibit B to the CCRs (the "Bylaws"); and

WHEREAS, the Board desires to provide the following Violation and Fine Policy which outlines and summarizes the authority and procedures authorized by the CCRs and the Bylaws, collectively; and

WHEREAS, under no circumstances shall this Violation and Fine Policy be interpreted in any way such that it conflicts with the authority and procedures set forth in the CCRs and Bylaws; nor shall it be construed in any way as an amendment to those governing documents.

NOW THEREFORE, the Board hereby adopts the following **VIOLATION AND FINE POLICY:**

**In the event the Board determines that an Owner is in violation or responsible for a violation (made by the Owner's occupant, tenant, employee, guest, or invitee) of the CCRs, and any amendments thereto, or any rules and regulations adopted pursuant**

thereto (the "Governing Documents"), the following policies and procedures shall apply:

1. **Notice of Violation.** Owner shall be sent written Notice of Violation describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) and giving the Owner a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing with the Board; and (iv) a statement that the proposed sanction shall be imposed unless a hearing is requested within the time provided. If after ten (10) days the violation is not cured and a hearing is not requested the proposed sanction, including any applicable fine, shall be imposed. Reference: Bylaws Article III, Section 3.23(a). The Board may, in its sole discretion, choose to send such owner a written courtesy notice and provide a certain amount of time to comply before sending a Notice of Violation; however, the Board is not obligated provide a courtesy notice.

2. **Hearing.** If a hearing is requested within the time provided, the hearing shall be held before the Board in an executive session, giving the Owner/alleged violator a reasonable opportunity to be heard. The Board shall set the hearing date and time, Owners are entitled to only one request to reschedule or continue, with the exception of exceptional circumstances as determined by the Board. Owners are entitled to bring witnesses and/or legal counsel, but must provide at least five (5) days' notice to the Board if they intend to bring anyone or have representation at the hearing. Owners requesting a hearing are encouraged to submit any evidence, photos, and written statements to the board prior to the hearing date. At the hearing Proof of proper notice is required to be placed in the minutes of the meeting and may be established either by: (i) appearance of the Owner/alleged violator and/or their representative or (ii) by attaching a copy of the notice and a statement of the date and manner of delivery to the meeting minutes. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. Reference: Bylaws Article III, Section 3.23(b).

3. **Sanctions.** The Association is permitted to take any and all sanctions authorized by the Governing Documents, including but not limited to the following:

- a. **Fines.** The Association is entitled to impose reasonable monetary fines, which shall constitute a lien upon the Lot of the violator. Reference: Bylaws Article III, Section 3.23. Such fine amount may be determined by the Board. A lien in the amount of the fines, plus any attorneys' fees and costs of enforcement, shall be filed in the public records of Berkeley County and may be collected by an action in foreclosure against such Lot. Reference: CCRs, Article VIII, Section 1.
- b. **Suspension of Right to use the Common Areas.** The Association is entitled to suspend the right to use the Common Areas (i.e., suspend amenity access cards/fobs) for a period not to exceed sixty (60) days for any infraction of the Declaration, the Association Bylaws, or its published rules and regulations. Reference: CCRs Article III, Section 2, subsection (c).
- c. **Suspension of Voting Rights.** The Association has the authority to suspend an Owner's right to vote for violation of any duly imposed [restriction] under the Governing Documents. Reference: Bylaws Article III, Section 3.23.
- d. **Self-Help / Abatement.** The Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that are in

violation of parking rules). The Owner responsible for the violation of which abatement is south shall pay all costs, including attorneys' fees actually incurred. Any entry onto a lot for purposes of exercising the power of self-help shall not be deemed a trespass. Reference: Bylaws, Article III, Section 3.23, subsection (c).

**4. Fine Schedule.** The following list is meant to serve as an example of violations of the Governing Documents and the possible corresponding fines. The Board may, in its sole discretion, impose a lesser or greater fine amount based on the severity and circumstances.

Violation	Initial Fine Amount	Subsequent Fine or Fine Range	Fine Frequency
Lawn Maintenance Violations (i.e. Unkempt lawn, failure to mow the lawn, weeds)	\$25	\$50 - \$100	Per Week
Garbage Receptacles unscreened/Improperly Stored Garbage Receptacles	\$25	\$50	Per Occurrence / Per Day
Exterior Maintenance Violations (i.e. shutters, painting, unkempt appearance, pressure washing)	\$50	\$50 - \$100	Per Week
Unapproved use of common area or Violation of common area/amenity rules	\$50	\$100 - \$200	Per occurrence
Sign violations (contractor signs, garage sale signs after day of sale)	\$50	\$50 - \$100	Per occurrence/day
Improper storage of Personal Items (i.e., storage piles, materials, tools, equipment, other household items)	\$50	\$50 - \$100	Per occurrence/day
Parking Violations/ Unauthorized Vehicles (i.e., trailer, RV, Boats, Recreational Equipment)	\$50	\$50-\$100	Per occurrence/day
Animals, Animal violations, including improper pet enclosures	\$50	\$50 - \$100	Per occurrence/day

**5. Violations of Architectural Control Provisions.** Violations of the Architectural Control Provisions are governed by Article VI, Section 4 of the CCRs. In the event of violation of any provisions contained in Article VI, the Board, with or without recommendations from the Architectural Committee, shall have the right to impose a fine in such amount as determined by the Board, to be levied against the Owner of the Lot who has violated or attempted to violate the Architectural Control Provisions, by filing such fine as a lien against the Lot in the public records of Berkeley County and enforcing payment of such

fine by an action of foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the responsible Owner. In addition, the Association shall have an easement an right of access over, upon and across the Lots in the Subdivision for the purpose of enforcing the provisions of the Article VI Architectural Control provisions and the Article VIII maintenance provisions.

The fine schedule applicable to Architectural Control provision violations shall be as follows. The Board may, in its sole discretion, impose a lesser or greater fine amount:

Violation	Initial Fine Amount	Subsequent Fine or Fine Range	Fine Frequency
Architectural Control Violation (i.e., unauthorized improvements/structures, etc.; failure to comply with conditions of approval, etc.)	\$100	\$100-500	Per day or Per Week

6. The Board reserves the right to adopt, repeal, or modify the foregoing Policy at any time.
7. Capitalized terms used herein shall have the same meaning as set forth in the CCRs and/or Bylaws, unless otherwise defined herein.
8. This Resolution is not intended to modify or amend the terms of the CCRs or Bylaws. All terms and conditions of the CCRs and Bylaws shall remain in full force and effect, and unchanged.

ADOPTED this 30th day of July, 2021. ("Effective Date"), by the vote of the then current Board of Directors of Cypress Grove Homeowners' Association, Inc.

[SIGNATURE PAGE TO FOLLOW]

