

SNEE FARM COMMUNITY FOUNDATION

NON-COMPLIANCE RULES & REGULATIONS, HEARING PROCESS, AND FINE POLICY

WHEREAS, pursuant to Article XIV of the Amended Declaration and Restrictions of Snee Farm Community Foundation, Inc. (the "ADAR"), the Foundation is empowered to establish and publish, from time to time, rules and regulations concerning a non-compliance hearing process and upon compliance with the hearing process, the right to assess and collect reasonable fines and penalties for violations of the ADAR; and

WHEREAS, pursuant to Article I, Section A, and Article V of the ADAR, the Board of Directors of the Foundation (the "Board") is responsible for administering the Declaration and other affairs of the Foundation in accordance with this Declaration; and

WHEREAS, the Board desires to establish and publish the following rules and regulations concerning the hearing process and the assessment and collection of fines for violations of the ADAR: and

NOW THEREFORE, pursuant to the authority established by the Declaration, the Board hereby adopts the following amendments and modifications to the Rules and Regulations to be effective as of December 31st, 2020:

- 1. Enforcement Generally:** Owners, by virtue of taking title to property subject to the ADAR, are required to comply with all covenants and restrictions contained in the ADAR, including any rules and regulations adopted by the Foundation in accordance with any authority to adopt such rules and regulations as set forth in the ADAR; and Owners are required to ensure that their occupants, tenants, guests, and/or invitees abide and comply with all such covenants, restrictions, rules and regulations. Owners are ultimately responsible for any non-compliance or violation of such covenants, restrictions, rules and/or regulations by their occupants, tenants, guests, and/or invitees. Owners are obligated to provide all occupants, tenants, guests, and/or invitees with copies of the ADAR, the Bylaws, the rules and regulations of the Foundation, including this Policy, and any other governing documents of the Foundation which may be hereinafter adopted.
- 2. Warning:** In the event of a first time violation, a courtesy warning, including specific reference to the covenant, restriction, rule and/or regulation violated, together with a reasonable description of the factual nature of the offense sufficient to put the Owner on notice of the violation, shall be sent to the Owners' address on record with the Foundation by first class mail.
- 3. Notice of Violation & Notice of Fines:** In the event the violation or non-compliance is not corrected within ten (10) days of the warning, a Notice of Violation & Notice of Fines, including: (i) specific reference to the covenant, restriction, rule and/or regulation violated; (ii) a reasonable description of the factual nature of the offense sufficient to put the Owner on notice of the violation; and (iii) the fine amount and/or rate, if any, to be charged to the responsible Owners' account, shall be sent to the Owners' address on record with the Foundation by first class mail. If the violation is a continuing one, Owners shall be given a specific number of days to correct the violation before enforcement is escalated.
- 4. Time to Request Hearing:** Owners shall have ten (10) calendar days from the date of the first Notice of Violation & Notice of Fines described above to present evidence in defense of the alleged violation and/or to request a hearing before the Board. Any evidence to be submitted to the Board must be submitted in writing to the Board c/o Ravenel Associates, Inc., 960 Morrison Drive, Charleston, SC 29403. Failure to present evidence in defense to the violation and/or failure to request a hearing before the Board within ten (10) calendar days from the date of the Notice of Violation & Notice of Fines shall result in a forfeiture of the hearing right and any applicable fines may be assessed in default.
- 5. Hearing Procedure:** If a hearing is requested by an Owner within the time set forth above, the Board must schedule a hearing for the next regularly scheduled Board meeting or for such date and time as the Board determines, not to exceed thirty (30) days from the date of the hearing request. If evidence is presented to the

Board in writing prior to the hearing date, and the Board determines, in their sole discretion, that sufficient evidence was submitted to rescind a Notice of Violation & Notice of Fine, then the Board may rescind such fine without the obligation to schedule a hearing. Such hearings may be held virtually. Owners are obligated to notify the Board at least five (5) business days before the scheduled hearing date if the Owners intend to bring any witnesses or have legal representation attend on their behalf. If Owners intend to obtain legal counsel and/or bring a legal representative to the hearing, the Board is entitled to have the Foundation's legal counsel attend as well. The full Board need not attend such hearing, but a quorum of the Board must be present for the hearing in order to render a decision. At the hearing, the Owners and/or their legal representatives will be permitted to present their position and evidence to the Board. The Board may limit such presentation to a reasonable amount of time, as they determine in their sole discretion. The Board will be permitted to ask questions and review evidence presented. Following presentation of the Owners' position and evidence, the Board will go into a closed Executive Session to render a decision which will be communicated in writing to the Owner and/or their legal representatives within five (5) business days from the date of such hearing.

6. **Repeated or Continuous Violations:** In the event the same covenants, restrictions, and/or rules and regulations are violated by the same Owners on a continuous or repeated nature, additional notices and notices of fines shall be sent in accordance with the Fine Schedule set forth below.
7. **Abatement & Costs:** In the event an Owner has not taken corrective action within fifteen (15) days after the initial Notice of Violation & Notice of Fines, the Board may enter upon the Lot, as provided in Article XIV of the ADAR, and take such corrective action as it deems necessary at the Owners sole cost and expense. Such costs shall be charged and assessed against the responsible Owners account in the same manner as annual and special assessments which shall constitute a lien against the Lot and may be collected in the same manner as assessments pursuant to the ADAR. Entry by the Foundation to take corrective action shall not be deemed a trespass.
8. **Fine Schedule:** Pursuant to Article XIV, fines may not exceed \$20.00 per day / per violation. For example, in the event of a continuous violation (such as failure to maintain), a fine may be charged at the rate of \$20 per day until the violation is corrected. However, generally, fines shall be assessed by the Board on the following escalating fine schedule:

First Notice of Violation and/or One-Time Violations	\$20.00
Continuous Violation - Violation uncorrected for, or same violation repeated within, ten (10) days following the First Notice of Violation	Up to \$60.00
Continuous Violation - Violation uncorrected for, or same violation repeated within, twenty (20) days following the First Notice of Violation	Up to \$120.00
Continuous Violation - Violation uncorrected for, or same violation repeated within, thirty (30) days following the First Notice of Violation.	Up to \$240.00
Continuous Violation – Violation uncorrected for, or same violation repeated at any time after ninety (90) days following the First Notice of Violation.	Up to \$480.00 per month or per incident of violation

The Board shall have authority and discretion to alter or modify the foregoing fine schedule depending on the circumstances, including but not limited to, egregious and repetitive violations.

Such fines shall be due and payable within thirty (30) days following notice thereof.

No provision of this Policy shall prevent the Foundation from levying or assessing, in addition to the fines listed above, any costs and expenses associated with any corrective action taken by the Foundation pursuant to Section 6 above and consistent with Article XIV of the ADAR.

9. Escalation of Enforcement: The Board, in its sole discretion may employ legal counsel to enforce the covenants, restrictions, and rules and regulations of the Foundation; and all costs and expenses incurred by the Foundation, including but not limited to legal fees incurred in such enforcement measures including filing of a lawsuit, shall be paid by the responsible Owners. No provision of this Policy shall be construed as to prevent the Foundation from pursuing any other remedy authorized by the ADAR, the Bylaws, or any other governing document of the Foundation for such violations, or from combining a fine with any other remedy or requirement to redress any such violations.

10. Miscellaneous: The Board reserves the right to adopt, repeal, or modify the foregoing Policy at any time by recording of an amendment hereto. All Capitalized terms used herein shall have the same meaning as set forth in the ADAR and/or Bylaws, unless otherwise defined herein.

APPROVED BY THE BOARD OF DIRECTORS OF SNEE FARM COMMUNITY FOUNDATIONS

Duly adopted at a meeting of the Board of Directors held: December 15, 2020

Motion by: Jinny Hilton Seconded by: Adrian Cain

Resolution effective date: December 31, 2020