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BYLAWS
OF
JOCASSEE RIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC

*Ret: Bruce Klawitter
#208 Jocassee Ridgeway
Salem SC 29676
015043*

Adopted: September 24, 2019

Revised: March 10, 2021

Revised to Include: Schedule of Fees & Fines; Enforcement Policy

State of South Carolina

County of Oconee

**BYLAWS OF THE JOCASSEE RIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

ADOPTED THE 24th DAY OF September, 2019

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- I. THE JOCASSE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

- A. The Jocassee Ridge Subdivision Homeowners Association, Inc. (the "Association") is a nonprofit corporation formed pursuant to the laws of South Carolina. The Association exists for the ultimate purpose of managing the Jocassee Ridge**

development, which is shown and more fully described in the Covenants.

B. The principal office of the corporation shall be determined by the Board.

C. As required by the South Carolina Nonprofit Corporation Act, the Association shall maintain a registered agent and office and file the foregoing with the South Carolina Secretary of State.

D. These Bylaws and the rules and regulations of the Development shall be recorded with the Office of the Register of Deeds for Oconee County, South Carolina.

II. DEFINITIONS

A. Association means the Jocassee Ridge Subdivision Homeowners Association, Inc. incorporated with the Secretary of State of South Carolina on December 19, 2003.

B. Board of Directors or Board means the board of directors of the Association, whose directors shall be initially appointed by the Owner/Developer and who will be subsequently elected by the Members of the Association pursuant to the Bylaws. Unless otherwise provided in the Covenants or Bylaws, the Board of Directors shall act for or on behalf of the Association.

C. Bylaws mean the bylaws of the Association as initially adopted by the Owner/Developer and recorded with the Register of Deed for Oconee County, South Carolina and any amendments or revisions thereto, which are recorded with the Register of Deeds for Oconee County, South Carolina.

D. Common Property or Common Area means the real property transferred by the Owner/Developer or any other entity to the Association for the common use and benefit of the Owners in the Subdivision. Said Common Property or Common Areas shall include roads, easements, rights-of-way, ponds, lakes, and any other real property transferred to the Association and described in deeds and/or plats recorded with the Register of Deeds of Oconee County, South Carolina.

E. Covenants mean the Declaration of Covenants and Restrictions for Jocassee Ridge Subdivision recorded in Deed Book 1270, Page 205 and any Supplementary Declarations, amendments, restatements, revisions, supplements, and the like recorded with the Register of Deeds for Oconee County, South Carolina.

F. Director means a member of the Board of Directors.

G. Improvement means any building, outbuilding, street, road, driveway, parking area, fence, retaining and other wall, hedge, antennae, pond, or other constructed or modified water, swale, culvert, and any other feature or structure of any other type or kind.

H. Lot means any numbered parcel of land in the Jocassee Ridge Subdivision and the improvements thereon, which is shown on any recorded plat and is intended for use and occupancy as a single-family dwelling.

I. Member means an Owner and member of the Association.

J. Owner means any owner of a fee simple interest in any Lot, excluding Common Property or Areas, within the Subdivision. Each Owner shall be a member of the Association, and there shall be one vote for each assessed Lot within the Subdivision as long as the Owner or Owners thereof are in Good Standing.

K. Owner/Developer means McShire Associates, Inc., its successors, assigns, and/or transferees, if any.

L. Owner in Good Standing or Good Standing means an Owner whose voting rights have not been suspended by the Board for the nonpayment of any assessments, maintenance charges, or other charges, costs, or interest authorized by these Covenants or the rules and regulations, or for the infraction or violation of any other provisions of these Covenants, Bylaws, or the rules and regulations.

M. Plat(s) means the recorded plats as set forth in Article III of the Covenants, which are recorded with the Register of Deeds for Oconee County, South Carolina, as well as any plat of real property that subsequently becomes subject to the Covenants.

N. Rules and Regulations means any rule, regulation, policy, procedure and/or other protocol, other than the Covenants and Bylaws or amendments thereto, adopted by the Board or by a committee authorized by the Board or the Bylaws, and which shall be binding within the Jocassee Ridge Subdivision upon recording with the Register of Deeds for Oconee County, South Carolina.

O. Subdivision means the Jocassee Ridge development as shown on the Plat(s).

All references to "he," "him" or "his" in these Bylaws shall be understood to include "she," "her" or "hers"; similarly, uses of the plural form shall include the singular and the uses of the singular form shall include the plural.

III. MEMBERSHIP AND VOTING RIGHTS

A. Members - Every Owner shall be a Member of the Association. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation, such as a lending institution, bank, or mortgage broker. The Board shall maintain a current list of the Members, which shall include each Member's mailing address, email address, and telephone numbers. The Membership list shall also show those Owners whose primary residence is in the Jocassee Ridge Subdivision.

B. **Voting Rights** - Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, the vote for each such Lot shall be exercised as they among themselves determine, except that fractional votes are prohibited. Voting rights of any Member may be suspended as provided in the Covenants.

C. **Absentee Voting and Proxy Voting** - Each Member is entitled to vote by signed written ballot provided by the Association prior to the meeting. Written ballots shall be valid only for the particular matter designated therein and must have been received by the Secretary by the time specified. The Absentee Ballot attached to these Bylaws may be used for absentee voting. Members may also vote by proxy, whereby the Member selects another Member to vote on his or her behalf on any issue at a meeting of the Membership. The Proxy attached to these Bylaws may be used for proxy voting.

D. **Membership Quorum** – The presence, whether in person, or by electronic or telephonic means as approved by the Board, of twenty-five per cent (25%) of the Owners in good standing with the Association shall constitute a quorum at a Membership meeting and/or on a vote by the Membership. Any Owner in good standing shall be allowed to vote at a membership Meeting and/or in a Membership vote.

E. **Action of the Association** - Action approved by a simple majority of votes cast either in person, by signed written ballot, or by proxy shall constitute the acts of the Membership except as otherwise provided in the Articles of Incorporation, the Covenants, or these Bylaws. If any meeting of Members cannot be convened for lack of a quorum, the Members who are present may adjourn the meeting from time to time until a quorum can be achieved.

IV. MEMBERSHIP (ASSOCIATION) MEETINGS

A. The initial meeting of the Association shall be held within 75 days of the adoption of these Bylaws.

B. **Notice of Membership Meetings** - Notice of the Annual Membership Meeting and all other Membership meetings, stating the time and place and the subject for which the meeting is called, shall be given by the President, the Vice President, or the Secretary. Such notice shall be in writing to each Member at her address as it appears on the books of the Association and shall be mailed or transmitted not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. A Member may waive notice of the meeting.

C. **Annual Membership Meetings** - Annual Membership Meetings shall be held at the office of the Association or another suitable facility selected by the Board at a time agreed upon by the Board. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members. The order of business at annual Membership meetings of the Membership shall be:

Call to Order;

Reading of Minutes;
 Appointment of Voting Inspectors;
 President's Report;
 Annual Report of Treasurer;
 Presentation of the Annual Budget;
 Annual Reports of Committee Chairpersons;
 Election of Directors/Report of Voting Inspectors;
 Introduction of Directors;
 Other business;
 Adjournment.

D. **Special Membership Meetings** - Special meetings of the Membership shall be held whenever called by the President, Vice President, or by a majority of the Board. In addition, special meetings of the Membership must be called by such officers upon receipt of a written request from one-quarter (1/4) of the eligible-to-vote Members.

E. **Presiding Officer** - At Membership meetings, the President shall preside or in his absence, the Vice President. If neither the President nor the Vice President is present, the Membership shall select a chairperson.

F. **Parliamentary Rules** - Association meetings shall be conducted in a businesslike manner. An agenda will be provided by the President of the Board for all general Membership meetings and for all Board meetings. The most current Robert's Rules of Order shall govern the conduct of the meetings of the Association.

V. BOARD OF DIRECTORS

A. **Directors** - The affairs of the Association shall be managed by a Board of Directors elected from the Membership of the Association whose voting rights have not been suspended and whose primary residence is in the Jocassee Ridge Subdivision. The Board shall have a minimum of three (3) Directors.

B. **Appointment of Initial Board of Directors** - At the time the Bylaws are adopted by the Owner Developer, the Owner/Developer shall appoint six (6) initial Directors who shall serve one-year terms. In the year after the appointment of the initial Directors, the members shall elect six (6) Directors who shall follow: Two (2) Directors shall serve one-year terms, two (2) Directors shall serve two-year terms, and two (2) Directors shall serve three-year terms.

C. **Terms of the Board** - After the first election of Directors and those terms are served the standard term for Directors shall be three (3) years. Directors may be reelected for no more than three (3) successive three-year (3-year) terms. Terms for Directors shall begin after adjournment of the Annual Membership Meeting at which she was elected.

D. **Subsequent Election of Directors** - The election of Directors shall be held

at the Annual Membership Meeting.

E. Vacancies - The Board may appoint a Member to fill a vacancy for the period between occurrence of the vacancy and the next annual meeting where a new board member will be elected to serve out the remaining term.

F. Removal of Board Director at Special Meeting - Any Director may be removed from the Board by two-thirds (2/3) affirmative vote of the Members present at a special meeting of the Membership called for that purpose. The Members at the special meeting shall then elect, by a two-thirds (2/3's) affirmative vote of those present, a Member to fill the vacancy.

G. Board Meetings

1. Organizational Board Meetings - The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Board at the Membership Meeting at which they are elected, and no further notice of the organizational meeting shall be necessary. The first order of business shall be the election of officers. Committee chairpersons may also be appointed at this meeting.

2. Regular Board Meetings - Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board. The agenda for a regular meeting shall be delivered to each Member no later than three (3) days prior to the day named for such meeting. The Board shall have no fewer than two (2) regular Board meetings each year.

3. Special Board Meetings - Special meetings of the Board can be called by the President, and must be called by the Secretary at the written request of at least forty percent (40%) of the Board (and if the Secretary or President is unavailable, then by the Directors making up the forty percent (40%). Not less than three (3) days notice of the meeting shall be delivered personally, by mail, email, or telephone to each Member. The notice shall state the time, place and purpose of the meeting.

4. Remote Attendance - Directors may attend Board meetings in person or by telephonic, electronic, or other technological means such that each Director, whether attending in person or through other means, can hear and converse, in real time, with all attending Directors.

H. Waiver of Notice - Any Director may waive notice of a Board meeting.

I. Board Quorum - Acts approved by a simple majority of the Directors present at a meeting at which a quorum of least two (2) Directors is present shall constitute the acts of the Board, except where approval by a different number of Directors is required by these Bylaws, the Covenants, or the Articles of Incorporation.

The concurrence of a Director by signing a sign-in sheet at the meeting shall constitute the presence of such Director for purposes of determining a quorum at a meeting of the Board.

J. Adjourned Board Meetings - If any meeting of the Board cannot be organized because a quorum of two (2) Directors is not present, the Director who is present may adjourn the meeting from time to time until a quorum is present.

K. Presiding Officer - At Board meetings, the President shall preside or in his absence, the Vice President. If neither the President nor the Vice President is present, the Directors attending shall select a chairperson.

L. Parliamentary Rules - Meetings of the Board shall be conducted in a businesslike manner. The latest edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board when not in conflict with these Bylaws. Individuals in attendance other than Directors may speak only when recognized by the meeting's chairperson. The President, Vice President, or chairperson at any Membership or Board meeting will provide an agenda prior to or at the meeting.

M. Fees and Compensation - There shall be no fees or compensation paid for service as a Director.

VI. OFFICERS

The executive officers of the Association shall be a President, Treasurer, and Secretary, each of whom shall also be a Director. The Board may also have one or more Vice Presidents, each of whom shall also be a Director. The Officers shall be elected by the Directors. The term of an Officer shall be one year. Any officer may be peremptorily removed from the position at any meeting by a majority vote of the total number of Directors.

A. President - The President shall be the chief executive officer of the Association and shall have all powers, duties and authority usually vested in the office of President of an association, including, but not limited to setting the agenda for Board meetings.

B. Vice President - The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and perform such other duties as shall be described by the Board.

C. Secretary - The Secretary shall keep the minutes of all proceedings at Board and Association meetings. He shall attend to the giving and serving of all notices to Members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties usually vested in the office of a Secretary of an association and as may be required by the Board or the President. The Secretary may also serve a dual role as Vice President.

D. Treasurer - Financial oversight of the Association shall be the responsibility of the Treasurer. Outside assistance, in the form of a financial management service, may be authorized by the Board from time to time, with the understanding that this service will be conducted in accordance with generally accepted accounting practices. The Treasurer shall have custody of the financial property of the Association relating to securities and indebtedness and shall perform all other duties usually vested in the office of an association Treasurer, including ensuring that the monthly and annual financial statements prepared by the Association's financial management firm accurately reflect the financial activities of the Association. The Treasurer may also serve a dual role as the President or Vice President

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Covenants and these and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees and subject only to approval by the Members if such is specifically required. Such powers and duties of the Board shall include, but not be limited to the following:

A. Disclosure of Documents

1. To make available to property owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants, Bylaws, and other rules concerning Jocassee Ridge and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

2. To provide any holder of a first mortgage, upon written request, a financial statement for the immediately preceding fiscal year.

3. To provide, upon request by any Member, the current list of Members.

B. Collection of Assessments - To make and collect assessments against Members provided for in the Covenants.

C. Property Management - To maintain, repair or replace Common Area property as provided for in the Covenants.

D. Insurance - To purchase insurance for the Common Areas within Jocassee Ridge and insurance for the protection of the Association, the Members, and the Board.

E. Rules and Regulations - To make and amend reasonable rules and regulations respecting the use of the Common Area property in the manner provided for in the Covenants, and/or to implement the any provisions of the Covenants.

F. Property Use - To enforce by legal means the provisions of the Covenants, Bylaws, and Board Policies for the use of common and private property within Jocassee Ridge.

G. Personnel Employment - To employ personnel to perform the services required for proper operation of the Association and including the needs of the Common Area as determined by the Board.

H. Liens - To foreclose any lien for unpaid assessments in the same manner as mortgages.

I. Payment of Obligations - To authorize expenditure of funds to satisfy debts and obligations of the Association.

VIII. COMMITTEES

A. The Board of the Association may appoint standing committees. The President is an ex-officio member of all committees.

B. Standing Committee Chairperson will serve for one year.

C. A Board Member must serve as the Chairperson or Board Liaison of each Standing Committee.

D. Standing Committee Chairperson will be called upon to report on the activities of their committee at each Board Meeting and at the annual meeting of Association.

E. Standing Committees shall include, but not be limited to the following committees: Architectural; Security and Safety; Boat Storage; Landscape; and Roads.

F. The Board shall determine the duties and powers of each committee. Each committee is responsible to the Board for its functions. The Board shall ensure that operating policies exist to define the duties and authorities of all Standing Committees.

G. The Board must grant final approval before any expenditures and indebtedness is made by a Standing Committee.

IX. FINANCIAL MANAGEMENT

The provisions for financial management of the Association, described herein, are supplemental to those, if any, set forth in the Covenants.

A. **Fiscal Year** - The fiscal year of the Association shall be the calendar year.

B. **Budget** - The Treasurer shall prepare for Board approval a budget for each calendar year, which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the following specified financial accounts and reserves, according to good and accepted accounting practices, as follows:

1. **Annual Operation and Maintenance Account** - This account shall identify and allocate funds for the annual routine operating and maintenance expenditures of the Association.

2. **Major Capital Property Repair, Replacement, and Improvement Account** - This account shall consist of reserve funds allocated for the purpose of repairing, replacing, or improving, on a scheduled or contingency basis, the Common Area property of the Association and for adding new Association capital property.

3. **Reserve Account** - This account shall be for the purposes as designated by the Board.

Copies of the budget and proposed assessments shall be transmitted to each Member on or before December 1 of the year preceding that for which the budget was prepared. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member.

C. **Accounts** - The receipts and expenditures of the Association shall be credited or charged against appropriate accounts within the budget funds and reported to the Board at least quarterly.

D. **Annual and Special Assessments – Management, Collection, and Enforcement of Annual and Special Assessments** shall be as mandated in the Covenants.

E. **Depository** - The depository of the Association shall be a bank or banks designated by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be by check, debit card, or online transaction, and shall be made by persons authorized by the Board.

F. **Financial Statement** - The Treasurer or a Board-authorized financial management company shall prepare a report of the financial condition of the Association annually. The report shall include a balance sheet, income and expense statement, an analysis of reserves, and appropriate financial statements and supporting information to determine the financial condition of the Association. Copies of the financial report shall be furnished to each Member no later than the Annual Meeting of the Membership.

G. **Financial Review** - A review of Association financial records by a certified public accountant will be conducted as deemed necessary by the Board.

X. INDEMNITY OF DIRECTORS

A. Non-liability - No Director shall be liable for any acts, defaults or neglects of any other Director or Member, or for any loss sustained by the Association or any co-owner, unless the same shall have resulted from his own willful or negligent act or omission.

B. Indemnity - Every Director or agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with or resulting from any claim, action, suit, procedure, investigation or inquiry as to whatever nature in which he may be involved as a party or otherwise, by reasons of his being or having been a Director or agent of the Association, whether or not he continues to be such Director or agent at the time of incurring or imposition of such cost, expense or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or neglect in the performance of his duties.

As to whether a Director or agent of the Association is liable by reason of willful misconduct or neglect in the performance of his duties, in the absence of such final adjudication of the existence of such liability, the Association and each Member thereof and Director or agent thereunder may conclusively rely upon an opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law and such shall inure to the benefit of the legal representative of such person.

XI. AMENDMENT

These Bylaws may be amended, in whole or in part, by an affirmative vote of at least two-thirds (2/3) of the Directors. Members may also propose and vote on amendments to these Bylaws as follows:

A. The Owners in good standing and with at least twenty-five percent (25%) of the votes eligible to be cast may propose amendments to the Bylaws. Such amendments shall be passed if the approved by two-thirds (2/3's) of the owners in good standing.

B. In the foregoing processes for amendments proposed by Owners, upon receiving a request by the required number of Owners, the Board must publish notice of the opportunity, the process for voting, and the specific amendments proposed upon which the Owners shall be voting. The Board shall publish such notice within thirty (30) days of receiving the request and the board shall hold the vote within forty-five (45) days of the publication of the notice.

Approved amendments shall be distributed to all Members.

XII. SCHEDULE OF FEE & FINES

Annual Maintenance Assessment: \$350; and
Additional Annual Road Maintenance Assessment: \$150
For a Total Annual Fee of: \$500 per year.

- Annual Assessments are due on or before January 1st of each year and considered past due and accruing interest and late fees after January 31st.
- The annual assessment shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Board.

Architectural Fees & Construction Bonds:

- **New Construction:** \$1,000 NON-REFUNDABLE construction and review fee plus a REFUNDABLE \$3,000 property damage bond/escrow.
- **Alterations/Improvements to existing structures that change the footprint of the structure:** \$500 NON-REFUNDABLE construction and review fee plus a REFUNDABLE \$1,500 property damage bond.
- **Any structures or buildings that are not attached to the existing house i.e. garages that exceed \$10,000:** \$250 NON-REFUNDABLE and review fee plus a REFUNDABLE \$1,000 property damage bond.
- **Improvements less than \$10,000:** No HOA Review Fee Required, but approval must be obtained from Architectural Committee.
 - **Please see Covenants & Restrictions, Section IV, Paragraph 2**
- **Non Compliance Fee:** \$100 per day will be charged for noncompliance until correction action occurs and reviewed by Architectural Committee.

Late Fees for Nonpayment or Late Payment of Yearly Association Dues:

- Quarterly Late Fee for balances more than \$25
 - First Quarter \$25 if not paid by March 1st.
 - Second Quarter \$50 if not paid by June 1st.
 - Third Quarter \$75 if not paid by September 1st.
 - Fourth Quarter \$100 if not paid by December 1st
 - Amounts to be accumulative
- Monthly Interest on all amounts due charged at 8.75% per South Carolina Law.

Lien Fees:

- Lien Fees (Administrative & Court Costs): \$65. This fee will be assessed on any liens placed on your property by Jocassee Ridge HOA.
- The Board will not release any liens until all court costs fees are collected from owner.

Landscaping Violations:

- First Offense: \$50
- Second or Additional Violations of Same Offense: \$75/Violation
- Continuous Violations:
 - The fine for a first, second, or additional violations; and
 - A periodic continuing fine of up to \$25 per day.

Construction/Architectural Control Violations:

- \$100 per day will be charged for noncompliance until correction action occurs and reviewed by Architectural Committee

Violations of other USE restrictions, such as violating restrictive activities listed under Section III in our CCR's. Examples include by are not limited to keeping of livestock, institutional use violations such as short-term rentals and restrictive business and trade.

- First Offense: \$100

- **Second or Additional Violations of Same Offense: \$200.** Double the fine for the first offense.
- **Continuous Violations:**
 - The fine for a first, second, or additional violations; and
 - A periodic continuing fine of up to \$25.00 per day.

Violations That Create an Immediate Danger to Person or Property:

- **First Offense: \$500**
- **Second or Additional Violations of Same Offense: \$1,000.** Double the fine for the first offense.
- **Continuous Violations:**
 - The fine for a first, second, or additional violations; and
 - A periodic continuing fine of up to \$100 per day.

XIII. ENFORCEMENT POLICY

The purpose of this policy is to provide homeowners and all other residents with information regarding the procedures for handling of alleged violations of the Associations governing documents and to provide for an orderly, fair manner in which to enforce these documents. This enforcement policy and schedule of fines will list certain possible violations of the CC&R's rules and regulations and provide for the Board of Director's (the Boards) response to such violations.

1. It is the policy of the Association to receive information concerning alleged violations from Board members, committee members, and residents. Reports of violations must be in writing and signed. On receipt of notice of an alleged violation, the Board and its committees will investigate the alleged violation within a reasonable time. Thereafter the Board and/or its committee determines that the violation has probably occurred, the Board will take the following actions:
 - (a) Mail a letter to the owner of the property, setting forth the alleged violation and request correction action to be taken within 10 days of the letter or notice. This letter shall be referred to as a "Warning Letter."

The notice may be mailed first class, certified, electronically, or all aforementioned.

- (b) Property owner has 10 days to either file an appeal with the Board of Directors or commence correction action.
 - (c) If no correction action has been taken within 10 days of the first “Warning Letter”, the Board, in its discretion may either send another warning letter or may mail the property owner of the property a notice of hearing on the issue of whether to impose discipline in connection with the alleged violation.
 - (d) The hearing will take place at a Board meeting at which at least a quorum of the Board is present. The hearing will commence with a recital of the Board’s reason for determining a violation has occurred. The owner may then provide evidence in writing or orally. The owner may present witnesses. The Board, having providing its own investigation and presented its own findings is not required to identify the person or persons who brought the matter to the Board’s attention, although the Board may do so if it deems such disclosure is in the best interest of the community. Unless specifically permitted by state law, neither the Association nor owner shall be entitled to keep legal counsel during the hearing. Deliberation of the Board after the hearing need not be undertaken in the presence of the owner or in open session. Within 5 days after the hearing, the Board will provide written notice to the owner of its decision.
 - (d) If the owner fails to appear, the Board must nevertheless consider evidence presented to it in connection with its investigation, and must determine whether or not a violation has occurred. If the violation is found to have occurred, the Board must determine what disciplinary action to impose, if any.
2. The following items are considered to be disciplinary action that requires a hearing before imposition:
- (a) Fines imposed pursuant to the Schedule of Fines attached hereto;
 - (b) Suspension of voting or the homeowners rights for failure to pay any

assessment; and

- (c) Reimbursement for assessment as provided for in the CC&R's.
3. The following items are not considered disciplinary actions and therefore do not require a hearing before imposing;
 - (a) Warning letters, and
 - (b) Institutional civil proceedings, and
 - (c) Emergency entry on a lot to remedy a health or safety problem; and
 - (d) Initiation of alternative dispute resolution proceeding; and
 - (e) Collection of overdue assessments; and
 - (f) Towing vehicles improperly parked on the commons areas.
 4. Violations that are continuous in nature, such as a remedied landscaper or architectural violation, may result in the imposition of periodic subsequent fines as described in the Schedule of Fines without further hearing by the Board. In each case where a periodic fine is assessed, the periodic fine commences the day after the hearing in which it is determined to assess the fine for a continuous violation.
 5. Multiple violations of the same restriction require hearings for alleged violations. A determination by the Board that there have been violations of the same restriction may subject the owner to enhanced fines.
 6. Members are required to notify the Association's Board in writing upon the correction of any alleged offense so that the Board may inspect and verify the correction.
 7. The Board may, at any time it deems such appropriate, file a civil action to obtain compliance with the governing documents; the Board need not notify an owner first. In a court action, the Board may seek either or both injunctive relief (that is, a court order requiring an owner to obey the governing documents) and/or recovery of fines, in any.
 8. Occasionally violations are committed by occupants or guests of the

owner. The owner is responsible for those violations. A notice of hearing will be sent to the owner, although the Board may, should if they desire send a copy of the notice to the tenant as well. Notices will be mailed to the owner of the property address as well as any other addresses that the owner has supplied to the Association for the purpose of receipt of notice.

ATTESTATION

These Bylaws were approved and adopted by the Owner/Developer of the Jocassee Ridge Subdivision on September 24, 2019.

Witnesses:

Deborah R. Maciejewski
Print Name: Deborah R. Maciejewski

AS
Print Name: Andrew Smith

By: McShire Associates, Inc.

[Signature]
RICHARD SHIRLEY, President

Directors' Resolution Adopting Policy for Imposition of Fines and Schedule of Fees

JOCASSEE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

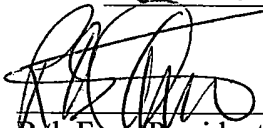
WHEREAS, homeowners and other residents are subject to the imposition of fees and other penalties for violations of the Association's governing document; and

WHEREAS, state laws and the Association's governing documents mandate certain procedures be followed in connection with the imposition of fines and other penalties for violation of the Association's governing documents; and

WHEREAS, it is in the best interest of this Association to establish a schedule of fees and adopt certain policies designed to provide homeowners and other residents with information regarding the Association's procedures for handling of alleged violations of the Association's governing documents and to provide for an orderly manner in which to enforce the governing documents, and to provide homeowners and other residents with notice of potential fines and other disciplines that may be imposed for violations of the Association's governing documents.

NOW, THEREFORE, BE IT RESOLVED, that this Association adopt, establish and implement the Enforcement Policy and schedule of the attached to this resolution as exhibits and incorporated herein by this reference and,

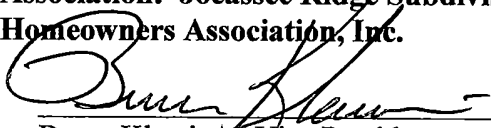
FURTHER RESOLVED, that the Board of Directors of this Association, acting under the guidance of the President of the Association be, as they hereby are, authorized, empowered, and directed to take such actions deemed necessary and appropriate to implement the purposes and the effect of Enforcement Policy of Schedule of fines.

Date: 3-10-21


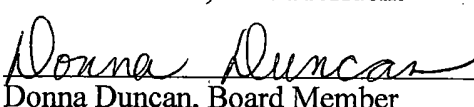
Bob Fant, President



Graham Sussman, Board Member

Association: **Jocassee Ridge Subdivision Homeowners Association, Inc.**


Bruce Klawitter, Vice President



Donna Duncan, Board Member

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2021 MAR 17 PM 1:06

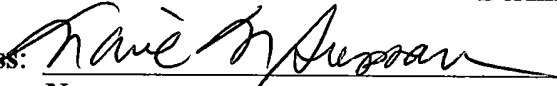
Certification by Secretary

The undersigned Secretary hereby certifies that he/she is the duly elected and qualified Secretary and that the custodian of the Board records of the above named Association and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance of state law and the Bylaws of the Association on the date the resolution was adopted. In accordance in thereof, I have executed my name as Secretary on the date herein after set forth.

Dated: 3-10-21



DeAnna Klawitter, Secretary

Witness: 

Name

ABSENTEE BALLOT

Jocassee Ridge Subdivision Homeowners Assoc., Inc.

I, the undersigned Member of the Jocassee Ridge Subdivision Homeowners Assoc., Inc. (the "Association"), hereby vote:

For _____

Against _____

the proposal to _____

_____, which has been proffered for a vote by the Membership at the _____, 20____ meeting of the Association. This Absentee Ballot shall remain in effect unless the undersigned appears in person and votes at the meeting or provides written notice of his or her revocation of the Absentee Ballot to the Secretary of the Association prior to the meeting.

Date

Print Name:

If you are unable to attend the meeting, please complete this Absentee Ballot and deliver it to the Secretary of the Association by _____, 20__. Only SIGNED and DATED Absentee Ballots will be accepted.

PROXY

Jocassee Ridge Subdivision Homeowners Assoc., Inc.

I, the undersigned Member or Director of the Jocassee Ridge Subdivision Homeowners Assoc., Inc. (the "Association"), hereby appoint _____ as my proxy to vote on my behalf on any matter at the _____, 20____ meeting of the Association. This proxy shall remain in effect unless the undersigned appears in person and votes at the meeting or provides written notice of his or her revocation of this proxy to the Secretary of the Association prior to the meeting.

Date

Print Name:

If you are unable to attend the meeting, please complete this Proxy form and deliver it to the individual to whom you are granting your proxy or email a PDF copy of the executed form to the Secretary of the Association. Only SIGNED and DATED proxies will be accepted.