

**RESOLUTION OF
CREEKSIDE POINT HOMEOWNERS ASSOCIATION, INC.**

ASSESSMENT COLLECTION POLICY

WHEREAS, the corporation known as Creekside Point Homeowners Association, Inc., a South Carolina Non-Profit Corporation (herein referred to as the "Association"), has a Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens, and By-Laws; and

WHEREAS, the Board of Directors of the Association is empowered to govern the affairs of the Association pursuant to the By-Laws, (Article VII, Duties and Powers of the Board of Directors); and

WHEREAS, the By-Laws of the Association directs the responsibility to the Board of Directors for collection of all assessments levied against the Association's members; and

WHEREAS, the Association has contracted with a professional management company to provide management service and supervision over certain contract services to the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors has elected to authorize its managing agent to carry out the following assessment collection policy with respect to all delinquent accounts, reserving to itself the right to modify or intervene in certain cases, as the Board may see fit.

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Assessments are due on the first day of each month.
3. Member assessments which are not received within ten (10) days in which the assessment is due are considered delinquent and shall be charged a late fee of \$25.00 per month.
4. A first notice of past due assessment will be prepared and mailed once an assessment becomes delinquent.
5. If not paid within (30) days after the due date shall also commence to accrue simple interest at a rate of fifteen percent (15%).
6. A homeowner with a delinquent account exceeding thirty (30) days will be forwarded to an Association's attorney for collection with attorney fees and administration expenses being the responsibility of the homeowner.
7. A lien and equitable charge as herein provided for each Assessment installment shall attach simultaneously as the same will become due and payable, and if an Assessment installment has not been paid as aforesaid, the entire unpaid balance of the Assessment installments remaining to be paid during the fiscal year may be accelerated by the option of the Board and declared due and payable in full. The continuing lien and equitable charge of such Assessment will include all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law.
8. If the Assessment remains unpaid sixty (60) days following the date when so due, the Association may institute suit to collect such amounts and to foreclose its lien. Owners will be responsible for the additional fees and costs if a foreclosure action is commenced against their property.

9. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
10. Until the Owner has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, the Board of Directors may suspend the Owner's right to use the Association's recreational facilities, including the swimming pool. However, any suspension imposed shall not prevent the delinquent Owner from the use, benefit and pleasure of the Owner's lot. In addition, the Association may suspend the Owner's trash collection service until the account becomes current. Trash collection service reinstatement fees will be charged to the Owner.
11. Only Owners in good standing shall be entitled to vote on any issue or matter presented to the Owners for approval. In order to be in good standing, an Owner must be current in the payment of all assessments levied against the Owner's property and not subject to any suspension of voting privileges as a result of a disciplinary proceeding conducted in accordance with the Declaration.

This is to certify that the foregoing policy was adopted by the Creekside Point Homeowners Association, Inc. Board of Directors and is to become effective as of January 1, 2026 until such date as it may be modified, rescinded or revoked. In the case of any conflict between the By-Laws, or the Declaration and any regulation promulgated by the Board of Directors, the Declaration, and then the By-Laws shall prevail.

This is to certify that the foregoing resolution was adopted by the Board of Directors and is to become effective as of January 1, 2025 until such date as it may be modified, rescinded or revoked.

Assessment Collection Policy Resolution
APPROVED

This 24th day of November, 2025

President

Michael J. Anderson

Vice President

Beth Cotton

Secretary

Amy Johnson

**RESOLUTION OF
Creekside Point Homeowners' Association, Inc.
FINE POLICY**

WHEREAS, the corporation known as Creekside Point Homeowners' Association, Inc., South Carolina Mutual Benefit, Non-Profit Corporation (herein referred to as The "ASSOCIATION"), has Covenants, Restrictions and Easements, and By-Laws, and

WHEREAS, the Board of Directors of the ASSOCIATION is empowered to govern the affairs of the ASSOCIATION pursuant to the By-Laws, (pursuant to Article VII), entitled Duties and Powers of the Board of Directors, and

WHEREAS, the Board of Directors of the ASSOCIATION is specifically empowered to invoke the ability and means of the ASSOCIATION to levy fines against its members for the violation of the *Covenants, Restrictions, and Easements* together with the By-Laws and all other pertinent Rules and Regulations duly set forth by the Board of Directors (pursuant to Article XVI), entitled General Provisions, and

WHEREAS, there is a need to set forth a schedule of fines for specific and general violations or infractions as the Board of Directors may deem them as such, and

WHEREAS, all individual members of the ASSOCIATION shall be susceptible to such fines so long as they are in violation of the governing documents of the ASSOCIATION mentioned here;

NOW, THEREFORE BE IT RESOLVED THAT the Board of Directors of Creekside Point Homeowners' Association, Inc. hereby invokes the power to levy fines against its members by a majority vote of the Board of Directors in each case, and

FURTHERMORE, a schedule of fines for specific offenses shall be kept and posted conspicuously in some format annually, and the ability of the Board of Directors to levy such fines shall exist and be utilized until it is repealed by the Board of Directors by a majority vote.

Approved this 24th day of November, 2025

By a vote of three (5) (for) to zero (0) against.

Creekside Point Homeowners' Association, Inc.

President: Michael J. Anderson

Creekside Point Homeowners' Association, Inc.

SCHEDULE OF FINES

Attached to Resolution for Fines

Dated: 11/24/25

- 1st Offense: A warning letter will be issued describing the violation with a request for correction within fifteen (15) days.
- 2nd Offense of the same violation within twelve (12) months of original violation date: A second letter will be issued describing the same violation and a fine of \$50.00 will be assessed to the Owner's account with a request for correction in ten (10) days.
- 3rd and subsequent offenses of the same violation within twelve (12) months of the previous violation date: A third letter will be issued for the violation and a fine of \$100.00 will be assessed to the Owner's account with the stipulation, that for every thirty (30) days thereafter a \$100.00 fine will be assessed until the appropriate correction is made.
- If a warning is issued for an architectural violation, the homeowner will be allowed fifteen (15) days for the correction subject to the same fining schedule as above. In addition, the homeowner will be required to remove the violating change at his/her own expense.
- If a homeowner wishes to appeal the violation and/or fine notification, a hearing request may be mailed to Creekside Point Homeowners' Association, Inc., 605 Briarwood Drive, Suite C, Myrtle Beach, SC 29572, within ten (10) days of the fine notification. The Creekside Point Board of Directors will respond in writing with a notice stating the date, time and place to be held, within ten (10) days of the date of receipt of written notification by the homeowner.
- If for any reason a homeowner does not attend the hearing scheduled after receiving notification, the homeowner waives the right to an appeal or hearing, and the Board of Directors will levy the appropriate fines until the violation is rectified.

**Fining Resolution and Fining Schedule
Approval**

This 24th day of November, 2025

President

Michael J. Arutz

Vice President

Beck Ceteron

Secretary

Amy Johnson