

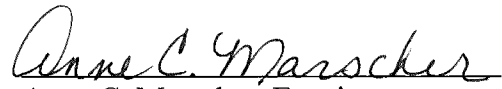
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT TO RECORD

I, Anne C. Marscher, Esquire do hereby state that:

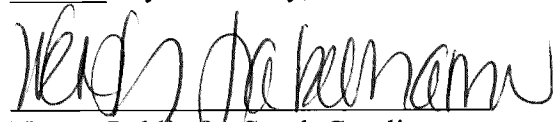
1. I am an attorney for Malind Bluff Homeowners Association, Inc.
2. This Affidavit is made to record the attached Fine Policy and Appeal Process and Assessment Collection Policy of Malind Bluff Homeowners Association, Inc., in order to meet the requirements of South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina.

FURTHER AFFIANT SAYETH NOT.

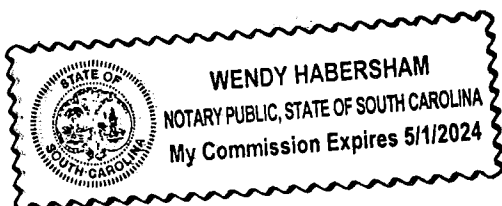

Anne C. Marscher, Esquire

SWORN to before me this

28 day of January, 2021.


Notary Public for South Carolina

My Commission Expires: 5.1.24



MALIND BLUFF HOMEOWNERS ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY
Effective January 19, 2021

The following Assessment Collection Policy shall be followed for Malind Bluff Homeowners Association, Inc.

Defined Terms:

Late Charges means the charges pursuant to South Carolina State Statute §27-30-130 (11) applied to an account as described below.

Owner means the owner of the property whose responsibility it is to bring an account current.

Payment Plan means a board-authorized written payment plan containing terms described below.

Late Charges:

In compliance with South Carolina State Statute §27-30-130 (11), a late charge of Twenty Dollars (\$20.00) or eighteen percent (18%) of the unpaid assessment, whichever is greater, will be applied to every account showing any part of an assessment (\$15.00 or greater) that is over **15 days past due**.

Assessment Collection Procedures:

- A written reminder will be mailed to the Owner on the fifteenth (15th) day after the assessment due date stating that the Owner has a past-due assessments and a late charge has been applied to the Owner's account. The Owner is responsible for paying all late charges.
- A written demand letter will be mailed to the Owner on the thirtieth (30th) day after the assessment due date. The delinquent account is assessed a fee for the preparation of the demand letter and the Owner is responsible for paying this fee.
- A notice of lien will be filed by the Association's Attorney with the county recorder on every account that shows the assessment being at least ninety (90) days past due and \$100.00 in past due assessments. The delinquent account is assessed a fee for the preparation and filing of the notice of lien and the Owner is responsible for paying this fee. The lien shall not be released until such time as the account is paid in full.
- Thirty (30) days after a lien notice is recorded on the property, should the account remain delinquent, the Board will determine how to proceed with collection efforts, which may include one of the following:
 - a. For accounts with an outstanding balance of less than Three Thousand Five Hundred Dollars (\$3,500.00), the Community may file a complaint in Small Claims Court to pursue a personal judgment against the Owner or the account may be referred to an attorney or a collection agency. If a small claims complaint is filed in Small Claims Court and the account is not paid in full or the Owner does not enter into a Payment Plan prior to a personal judgment being obtained, the account may be referred to an **attorney or a collection agency** for collection upon obtaining the personal judgment. The Owner is responsible

for paying all collection costs, legal fees, document preparation fees, and other costs permitted by law or contract.

- b. For accounts with outstanding balances greater than Three Thousand Five Hundred Dollars (\$3,500.00), the account may be referred to an attorney or a collection agency for further collection proceedings at the discretion of the Board of Directors. The Owner is responsible for paying all collection costs, legal fees, document preparation fees, and other costs permitted by law or contract.
- For properties that have been foreclosed upon, the Board of Directors has sole discretion as to whether to take action to collect past due assessments.

Applying Payments Received on Past Due Accounts:

Unless an Owner directs otherwise, all payments received on an Owner's account shall be applied in the following order:

1. Late Charges;
2. Collection Fees, Attorney Fees and Costs (including demand letter, notice of lien, and other applicable document preparation and filing fees);
3. Other unpaid fees, charges and monetary penalties, or interest and late charges on any of those amounts.
4. Past Due Assessments

Payment Plans:

The Board of Directors authorizes Payment Plans for past due balances (including past due assessments and related fees) (the "Debt") with the following terms:

- Payment Plans shall be in writing and signed by the Owner. Payments made without benefit of a written Payment Plan signed by the Owner will not be treated as payments toward the Payment Plan and collection activity shall be initiated in accordance with this Assessment Collection Procedures outlined above.
- The Payment Plan length and the amount of the monthly installments owed will be determined by the amount of the Debt:
 - If the Debt is less than \$500.00, a payment plan of six months (six equal monthly installments) will be offered.
 - If the Debt is \$500.01 to \$1,000.00, a payment plan of twelve months (12 equal monthly installments) will be offered.
 - If the Debt is \$1,000.01 or more, a payment plan of eighteen months (18 equal monthly installments) will be offered.
- Late Charges as provided in this Assessment Collection Policy will not be charged on the Debt during the term of the Payment Plan so long as payments are received in accordance with the Payment Plan.
- The Owner will be responsible to pay additional assessments as they become due while a Payment Plan remains in effect. Future assessments cannot be included in the Payment Plan amount.
- All Payment Plans will be monitored by the managing agent.

- Upon default of Payment Plan, the managing agent will resume collection efforts with the next step of the Assessment Collection Procedures without further notice to the owner based on where in the process the account was at the time the Payment Plan commenced.

Waiver of Past Due Amounts:

The Board of Directors will generally not consider waiver of late fees, lien fees, attorneys' fees, or other collection costs incurred on an account where the assessments were not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Managing Agent(s). However, the Board of Directors retains full discretion to make business decisions concerning the collectability of accounts and their compromise or settlement.

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
MALIND BLUFF HOMEOWNERS ASSOCIATION, INC.**

c/o AAM, LLC
1600 West Broadway Street, Suite 200
Tempe, AZ 85282
(602) 957-9191

ASSESSMENT COLLECTION POLICY

The undersigned, constituting all of the members of the Board of Directors of Malind Bluff Homeowners Association, Inc., a South Carolina nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Section 33-31-821 of the South Carolina Non-Profit Corporation Act which states "Unless the articles or bylaws provide otherwise, action required or permitted by this chapter to be taken at a board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken."

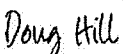
RESOLVED, that the Board of Directors hereby approves the Assessment Collection Policy dated January 19, 2021 for Malind Bluff Homeowners Association, Inc. attached to this resolution. The Board of Directors further directs the managing agent to notify all Owners of the implementation of the Assessment Collection Policy effective as of January 19, 2021.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 19th day of January, 2021.

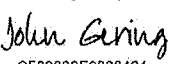
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Tonja Flanagan
President and Director, Board of Directors

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Douglas Hill
Vice President and Director, Board of Directors

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John Gering
Secretary/Treasurer and Director, Board of Directors