

## Maintenance of Abandoned and/or Neglected Properties

Approved by the SIPOA Board of Directors

### Authority

The Seabrook Island Property Owners Association (“SIPOA”) Covenants §6, requires Property Owners to maintain their Property, and the SIPOA Bylaws §3.2.7 and 3.2.8 provides the authority to adopt and enforce Rules and Regulations, and the SIPOA has adopted rules and regulations to this effect.

*SIPOA Rules and Regulations §6 states:*

- “a. It shall be the responsibility of each Property Owner to prevent the development of any unclean, unsightly or unkempt conditions of its buildings or grounds, including excessive undergrowth, which shall tend to detract from the beauty or safety of the neighborhood as a whole. If a Property Owner allows the development of an unclean, unsightly or unkempt condition of its buildings or grounds or both on such Property, the unsatisfactory condition shall be corrected by the Property Owner at his or her expense upon notification by the SIPOA. If the Property Owner fails to correct the condition within a reasonable period of time following notification by the SIPOA, the SIPOA shall have the right, but not the obligation, to correct the condition and the expense of such correction shall be billed to and borne by the Property Owner; alternatively, the SIPOA may seek such remedies as may be available to it in law or equity.”*

Additionally, minimum standards for property maintenance are detailed in ARC Policies and Procedures §5, and are incorporated into this policy, by reference.

### Purpose

This Purpose of this Policy is to allow Staff to address property maintenance issues without the need for a Committee recommendation and Board of Director’s decision each time the need to act arises.

### Scope

In addition to other remedies provided by the Documents, including monetary fines for violation of the Covenants and Rules and Regulations, when an owner is not responsive to SIPOA notification to bring their Property into compliance and the condition is adversely impacting neighbors either directly, or by the fact that the persistent condition is a visual distraction, and/or provides the appearance of an unkempt, or abandoned Property, the SIOPA may step in to affect the necessary work or alterations to improve the situation.

There are certain **Extreme Conditions** the SIPOA may respond to immediately, with only an attempt to contact the Owner via, a knock on the door, a phone call, or e-mail, but such notice does not need to delay the response. The SIPOA may also refer such items to the appropriate

Charleston County Authorities and Emergency Service providers. These extreme Emergency Conditions include:

Smoke, Extreme Odors, Extreme Noises, and or Loose Garbage on or coming from a Property.  
Trees or large limbs from one Property having fallen upon another Property.  
Aggressive or abandoned animals.

Other conditions that are potentially an immediate threat to health, safety, or reasonably quiet enjoyment of neighboring Properties. There are other **Significant Persistent Conditions** that do not rise to the level of being an immediate health or safety threat, but affect the quiet enjoyment of neighboring Properties or the common areas of the SIOPA.

**Significant, Persistent Conditions**, that are not in keeping with the Covenants and Rules and Regulations, including the Policies and Procedures for Residential Development, may cause the ARC Administrator, and or Director of Safety and Security to recommend to the Executive Director that the SIPOA take action to affect work to bring a Property into compliance. The **Significant Persistent Conditions** include, but are not limited to:

Animal Infestation  
Obnoxious Odors  
Persistent Noises  
Dead and or Fallen Trees or large branches contained on a Property.  
Lawn or Landscaped areas (with the exception of designated wildlife corridors) that are poorly maintained to such an extent that the Property appears overtly neglected or abandoned.  
Visibly broken windows or doors.  
Visibly rotted, deteriorated, loose, or broken siding, trim, gutters, etc.  
Boats, RV's, or other vehicles parked or stored on Property, inconsistent with the Rules and Regulations for longer than 10-days.

### **Corrective Action**

SIPOA action to correct **Significant Persistent Conditions** will only be taken after Notice is provided to the Property Owner. Notice shall be deemed delivered when the Owner is spoken to or contacted via email about the condition, or 72-hours after a written notice is sent via United States Postal Service, via certified mail with return receipt requested, to the last known billing address of the Property Owner. Notice shall include a description of the Significant Persistent Condition and a request for the Owner to correct the Condition within 7-days.

If the Property Owner does not correct the condition within the time limit specified in the Notice, the SIPOA may, without further notice, enter the Property and perform the needed work to improve the situation.

SIPOA work may include but is not limited to:

Lawn mowing, debris cleaning, dead tree and/or weed removal and repairs to the building if the building is deteriorating and/or damaged. Administratively, SIPOA staff may take corrective action as contemplated above up to \$1,000 per occurrence. Costs greater than \$1,000 per occurrence must be authorized by the Executive Committee. Costs greater than \$5,000 per occurrence must be approved by the Board of Directors.

### **Recovery of Costs**

The SIPOA is entitled to recover the direct cost and reasonable cost of administering the corrective action contemplated above.

SIPOA Protective Covenants, Section 3 states:

*To the extent and in the manner permitted under South Carolina Law, should a Property Owner fail to pay the SIPOA, the Board shall also have the right to file liens and/or lis pendens against the subject Property owned by the Property Owner in an effort to recover delinquent amounts owed.*

*SIPOA shall be entitled to file suit in any court of competent jurisdiction to enforce its lien on Property for assessments, collect the amounts due and owing to it, together with the late penalty fees, interest charges, reasonable collection expenses, attorney's fees and court costs.*

In accordance with the authority provided in the Protective Covenants, if a Property Owner fails to perform the needed repairs, and the SIPOA affects the repairs, bills the cost of the repairs to the Owner, and the Owner fails to reimburse the SIPOA within 30-days, the SIPOA will then file a lien against the Property for such delinquency.