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**ADMENDMENTS TO THE DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
STONECREEK SUBDIVISION**

AS RECORDED IN: Charleston County BK H 275 pg 602-626

THIS DECLARATION made on the hereinafter date by the Stonecreek Property Owner's Association, Inc. and hereinafter referred to as "Declarant".

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WITNESSETH

WHEREAS, Declarant is developing the Property as a residential community, containing, single-family residences and common areas; and

WHEREAS, Declarant desires to provide for the preservation of property values and maintenance of common facilities and to provide a vehicle for administration and enforcement of the Covenants and Restrictions; and

WHEREAS, The Association is an unincorporated association, there shall be no prohibition against the Declarant or the Members filing for an incorporation under the laws of the State of South Carolina, as a non-profit corporation for the purpose of exercising the functions aforesaid which are hereinafter more fully set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A, attached hereto, shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter sometimes referred to as the Covenants) hereinafter set forth, and said covenants shall run with the Property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Stone Creek Property Owners Association, Inc. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any lot (as defined in Section 3 below) which is a part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of any obligation.

Section 3. "Lot" shall mean and refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portions thereof and includes all lots described in Exhibit A.

Section 4. "Property or Properties" shall mean and refer to that certain real property hereinafter described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean and refer to all real property (including the improvements thereon and personal property) owned by the Association for the common use and enjoyment of the Owners.

1 Section 6. "Declarant" shall mean and refer to Owners Association, Inc., its successors
2 and assigns.

3 Section 7. "Member" shall mean and refer to those persons entitled to membership as
4 provided in the Declaration.
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6 **ARTICLE II**
7 **PROPERTY RIGHTS IN THE COMMON AREA**
8

9 Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement
10 of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the
11 title to every Lot, subject to the following provisions:

12 (a) the right of the Association to charge reasonable assessments or other fees for the
13 maintenance of the Common Area;

14 (b) the right of the Association to suspend the voting rights and right to use the
15 Common Properties by an Owner for any period during which any assessment
16 against his lot remains unpaid; and for a period not to exceed sixty (60) days for
17 any infraction of its published rules and regulations, it being understood that any
18 suspension for either non-payment of any assessment or a breach of rules and
19 regulations of the Association shall not constitute a waiver or discharge of the
20 member's obligation to pay the assessment;

21 (c) the right of the Association to dedicate or transfer all or any part of the Common
22 Area to any public agency, authority or utility for such purposes and subject to
23 such conditions as may be agreed to by the members. Such dedication or transfer
24 shall require the vote of two thirds (2/3) of each class of membership at a regular or
25 special meeting or upon a mail vote. An instrument stating that the vote has been
26 taken and signed by any two officers of the Association shall be sufficient.

27 Section 2. Delegation of Use. Any owner may delegate, in accordance with the
28 Association's By-Laws, rules and regulations, his rights of enjoyment to the Common Area and
29 Facilities to the members of his family, his tenants, contract purchasers, or guests (provided such
30 guests are accompanied by an Owner, member of his family, tenant or contract purchaser).
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32 **ARTICLE III**
33 **MEMBERSHIP AND VOTING RIGHTS**
34

35 Section 1. Membership. Every Owner of a Lot, by acceptance of a deed therefore, shall
36 become a member of the STONECREEK PROPERTY OWNERS ASSOCIATION, INC. The
37 Declarant shall be a member of the Association. Membership in the Association shall be
38 appurtenant to and may not be separated from ownership of any Lot

39 Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

40 Class A. The class A members shall be all Owners, with the exception of Declarant, and
41 shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an
42 interest in any Lot, all such persons shall be a member. The vote for such Lot shall be exercised
43 as they determine, but in no event shall more or less than one vote be cast with respect to any Lot

1 Class B. The class B member shall be the Declarant and shall be entitled to three (3)
2 votes for each Lot owned. The class B membership shall cease and be converted to Class A
3 membership on the happening of either of the following events, whichever occurs earlier:

- 4 (a) when the total votes outstanding in the Class A membership, plus ten (10) votes,
5 equal the total votes outstanding in the Class B membership, or
6 (b) on December 31, 2010.

7 Section 3. Notice and Quorum. Written notice of any regular or special meeting shall be sent
8 by U.S. Mail to all members not less than ten (10) days, nor more than forty five (45) days in
9 advance of the meeting. At any meeting, the presence of Owners owning fifty one (51%) percent
10 of the vote shall constitute a quorum for the transaction of business, provided, however, that any
11 absent owner who does not execute and return the proxy form sent to him in the required mailing
12 shall be deemed to be present for the purposes of determining the presence of a quorum and a
13 majority of those present or represented by proxy may take any action authorized hereunder or
14 under the By-Laws. The vote of the absentee Owners shall be cast with the majority vote of
15 those present in person or by his proxy. This rule shall apply to all regular and special meetings
16 and shall also apply when action on a matter requires more than fifty one (51%) percent,
17 provided notice of such pending action was included in the Notice of Meeting.

18
19 **ARTICLE IV**
20 **COVENANTS FOR ASSESSMENTS**
21

22 Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for
23 each Lot owned within the Properties to which all infrastructure has been completed, hereby
24 covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall
25 be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1)
26 annual assessments or charges, and (2) special assessments for capital improvements, such
27 assessments to be established and collected as hereinafter provided. The annual and special
28 assessments together with interest, costs and reasonable attorneys' fees, shall also be a personal
29 obligation of the person who was the Owner of such property at the time when the assessment
30 fell due. The personal obligation for delinquent assessments shall not pass to his successors in
31 title unless expressly assumed by them. In the case of co-ownership of a Lot, all such co-owners
32 shall be jointly and severally liable for the entire amount of the indebtedness. Nothing stated
33 herein shall relieve the Lot from the lien of such unpaid indebtedness.

34 Section 2. Purpose of Assessments. The assessments levied by the Association shall be used
35 exclusively to promote the recreation, health, safety, and welfare of the residents in
36 STONECREEK and for the improvements, maintenance, enhancement and operation of the
37 Common Area and to provide such service which the Association may be authorized to provide.

38 Section 3. Maximum Annual Assessment. Until January 1, of the year immediately
39 following the conveyance of the first lot to an Owner, the maximum annual assessment shall be
40 Sixty & No/100(\$60.00) Dollars per lot.

- 41 (a) From and after January 1, of such year, the maximum annual assessment may be increased
42 each year not more than ten (10%) above the maximum assessment for the previous year
43 without a vote of the membership. To increase the Annual Assessment above ten (10 %)
44 percent in any year requires the vote of two thirds (2/3) of each class of membership.
- 45 (b) The Board of Directors may fix the annual assessment at an amount not in excess of the
46 maximum.

1 Section 4. Special Assessments. In addition to the annual assessments authorized above the
2 Association may levy, in any assessment year, a special assessment which shall have the assent
3 of two thirds (2/3) of the votes of each class of membership, given at a regular or special meeting
4 or a Mail vote.

5 Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed
6 at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

7 Section 6. Date of Commencement of Annual Assessments and Due Dates. The annual
8 assessments provided for herein shall commence as to all Lots on the first day of the month
9 following the conveyance of the Common Area. The first annual assessment shall be adjusted
10 according to the number of months remaining in the calendar year. The Board of Directors shall
11 fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of
12 each annual assessment period. Written notice of the annual assessment shall be sent to every
13 Owner subject thereto. The due dates shall be established by the Board of Directors. The
14 Association shall, upon request of a mortgage lender or a prospective purchaser or either's
15 attorney, and for a reasonable charge, furnish a certificate signed by an officer of the Association
16 setting forth whether the assessments on a specified Lot has been paid. A properly executed
17 certificate of the Association as to the status of assessments on a Lot is binding upon the
18 Association to the person or entity so given as of the date of its issuance.

19 Section 7. Effect of Nonpayment of Assessment. Remedies of the Association. Any annual
20 assessment not paid by June 30th will be charged a fifteen percent (15%) late fee on the unpaid
21 balance for that year, and any assessment not paid by December 31st will be charged a late fee of
22 thirty percent (30%) of the unpaid balance for that year. Unpaid balances will be cumulative. The
23 Declarant may bring an action at law against the Owner personally obligated to pay the same or
24 foreclose the lien against the property or both. Each Assessment, together with interest thereon, late
25 charges, and cost of collection thereof, shall also be the personal obligation of the person who
26 was the Owner of such Lot at the time when the Assessment fell due. No owner may waive or
27 otherwise escape liability for the assessments provided herein by nonuse of the Common Area or
28 abandonment of his lot.

29 Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for
30 herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not
31 affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage
32 foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to
33 payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such
34 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

35 Section 9. Street Light Assessment is in Addition to the Annual Assessment. Each owner
36 will be assessed a proportional monthly charge for street lighting service, as prescribed by the
37 South Carolina Public Service Commission.

38 Section 10. Additional Liability. Each Owner shall be liable to the Association for any costs
39 incurred by the Association and the expense of all maintenance, repair or replacement rendered
40 necessary by such Owner's act or omission regardless of neglect or culpability, but only to the extent
41 that such cost or expense is not covered by the proceeds of insurance carried by the Association.
42 Such liability shall include, for example, any increase in casualty insurance rates occasioned by use,
43 misuse, occupancy or abandonment of any Lot or its appurtenances. Any costs, including without
44 limitation legal fees, incurred as a result of a failure to comply with the Governing Documents by
45 any Owner may be assessed against such Owner and his Lot.

46 Section 11. Lien Enforcement. If an Owner fails to pay an Annual Assessment or Special
47 Assessment (or an installment thereof) or any other sum due from such Owner under this
48 Declaration, the Association may enforce and foreclose the lien granted under Article V in any
49 manner permitted by the laws of South Carolina. The Association may foreclose notwithstanding the

1 pendency of any suit to recover a money judgment. The Association may bid on the Lot at
2 foreclosure or other legal sale and may acquire, hold, lease, mortgage, convey or otherwise deal with
3 such Lot.

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5 **ARTICLE V**
6 **ARCHITECTURAL CONTROL**
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8 Section 1. No building, fence, wall, improvement or other structure, road, drive, path, bed
9 edging, material or landscaping, shall be commenced on any Lot, nor shall any exterior addition,
10 improvement, alteration, repairs, or change in grade be commenced, until the plans and
11 specifications showing the nature, kind, shape, height, materials, color and location of the same
12 shall have been submitted to and approved in writing by the Architectural Committee. In
13 approving or disapproving such plans and specifications the reviewing entity shall consider the
14 harmony of external design and location in relation to surrounding structures and topography.

15 Failure to approve or disapprove such change or design and location within thirty (30) days after
16 said plans and specifications have been submitted, shall result in automatic approval and the
17 requirements of this Article will be deemed to have been fully complied with. The foregoing
18 shall not apply to Declarant until the Declarant has completed development and construction of
19 the Property.

20 Section 2. No member of the Board of Architectural Committee shall be held personally
21 liable for exercising or failing to exercise the authorities set forth in this Article.

22 Section 3. For the first three full years after the recording of these Covenants or until the
23 Declarant no longer owns any Lots in STONECREEK, whichever occurs sooner, the
24 Architectural Committee shall consist of three members, two of which shall be selected by the
25 Declarant and one of which shall be selected by the Board, and thereafter, selected by the Board.
26

27 **ARTICLE VI**
28 **EASEMENT AND OBLIGATIONS**
29

30 Section 1. Utility. There shall be appurtenant to each Lot, a non-exclusive easement for the
31 use of all pipes, wires, cables, conduits, and utility lines serving the improvements thereon and
32 situated upon any other lot. Each lot shall be subject to an easement in favor of other Lots for
33 use of all pipes, wires, cables, conduits, utility lines and situated on or across such Lot and
34 serving other Lots. Easements for utilities and drainage are hereby reserved on, over and under a
35 ten (10') foot strip of land along each front and back lot line and five (5') foot strip of land along
36 each side lot line.

37 Section 2. Declarant. Declarant reserves for itself, its successors and assigns, the power to
38 grant easements for drainage, poles, wires, cables, conduits, sewers, water mains and other
39 suitable equipment for the conveyance and use of electricity, telephone equipment, antenna
40 television, gas, sewer, water, TV cables or other public conveniences or utilities on, in or over the
41 properties as may be reasonably required. No structure, planting or other material shall be
42 placed or permitted to remain which may damage or interfere with any of the foregoing
43 easements. The location of any such easements may be modified or amended or relocated,
44 terminated or altered by the Declarant until such time as the Declarant has divested itself of all
45 Lots located in the Properties for purposes of Development. Declarant shall have the right of
46 access over, under or across any of the properties, including the right to cut any trees, bushes or
47 shrubbery or make any gradings of the soil or take any other similar action reasonably necessary
48 to facilitate development of the property, and these rights shall continue until such time as the
49 development and/or construction of all the Property has been completed.

ARTICLE VII
USE, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

Section 1. Land Use. No Lot shall be used except for residential purposes; provided, however, until such time as Declarant no longer owns any Lot, Declarant may use or grant the use of one or more Lots for "sales models" and /or "sales office".

Section 2. Size Restrictions. No building shall be more than three (3) stories in height. The enclosed dwelling areas of a residence shall be defined as the heated and cooled area excluding garages, carports, breezeways, terraces, decks and porches. The minimum square footage of enclosed dwelling area for residences on each Lot is One Thousand Three Hundred square feet.

Section 3. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant in nature as may diminish or destroy the enjoyment of any lot of the neighborhood by the Owners thereof. There shall be no discharging of firearms of any type.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot except household or yard pets. No Owner shall allow to remain in residence on his Lot more than three dog or cat type pets.

Section 5. Signs. No signs or posters or advertisements of any kind shall be displayed on any Lot except one (1) sign of professional appearance and construction that shall not exceed 20"x30" in size advertising the property for sale or rent and excepting appropriate signs of Declarant during the period of development and construction.

Section 6. Debris. No debris, junk, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot. Garbage, garbage and recycling cans, containers, equipment, woodpiles, storage piles, etc. shall be walled to conceal from view of neighboring Lots or streets except for temporary deposit, not exceeding 2 days, for pickup by Governmental or similar trash removal agencies.

Section 7. Temporary Structure. No structure of a temporary nature, including trailers, shall be erected or allowed on any Lot, provided this shall not be construed to prevent the Declarant from using a shed or other temporary structures during construction.

Section 8. Vehicles. No trailers, campers, tractor trailers, mobile homes, school busses or vehicles having more than four wheels shall be permitted to be kept on the Properties for a period in excess of forty eight (48) hours without the expressed written consent of the Association's Board of Directors. No vehicle of any kind which is inoperable for a period of excess of twenty four (24) hours shall be permitted on the Properties. There shall be no parking on the street except for guests for a temporary period of not more than twelve (12) hours. There shall be no parking on sidewalks or on the public grass strips between sidewalks and streets. The Association is hereby empowered to remove, at an Owner's expense, any inoperable vehicle which remains on the Properties after five days written notification to the Owner. Boats may be kept on the properties so long as they are stored in an area completely screened from view and in the rear of the Lot.

Section 9. Trees. No trees larger than six inches in diameter when measured at a point one foot above ground level may be removed without written approval of the Board of Directors of the Association or the Architectural Committee. However, such tree may be removed in the event it is dead, diseased or destroyed and presents an immediate danger to any dwelling located on a Lot.

Section 10. Each and every Owner shall maintain and repair his property in a neat and attractive manner, and no Owner shall allow his property to jeopardize or adversely affect the overall appearance, safety, and soundness of the entire Properties.

Section 11. All electrical service, telephone and cable television lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas or satellite disc shall be placed, or maintained on any part of the premises without prior permission and at the sole discretion of the Architectural Committee and unless placed in the rear of the Lot

1 and enclosed within a fenced area or otherwise completely screened from view. Standard, acceptable-
2 sized satellite discs may be placed in the rear area of the Property, or affixed to the rear area of the
3 residence.

4 Section 12. The Architectural Committee shall determine the location, color, size, design
5 lettering, and all other particulars on all mail or paper delivery boxes, and standards and brackets
6 and name signs for such boxes in order that the area may be strictly uniform in appearance with
7 respect thereto.

8 Section 13. No clothesline shall be located upon the premises unless same is completely
9 screened from view.

10 Section 14. No individual water supply system shall be permitted upon the premises with the
11 exception of a shallow well to be used for irrigation purposes only, which shall be approved
12 in writing in all aspects, including the pump and the covering or screening thereof, by the
13 Association prior to installation.

14 Section 15. Neither the Declarant, the Architectural Committee nor the Board of Directors
15 shall be held liable or responsible for any violation of these restrictions by persons other than
16 themselves.

17 Section 16. The exterior of all buildings and other structures must be completed within one
18 year after the construction of same shall have commenced except where such completion is
19 impossible or would result in great hardship to the Owner or builder due to strikes, fires, national
20 emergency or natural calamities. No structure may be temporarily or permanently occupied until
21 the exterior thereof has been completed.

22 Section 17. No structure previously erected on another site shall be permitted to be moved
23 onto a lot covered by these restrictions, it being the intent that all construction will be new
24 construction compatible with other dwellings in the neighborhood.

25 Section 18. No fence shall be erected on any of the lots herein referred to across the front
26 street line, nor on either of the sidelines of said Lots street ward of the front corner of the main
27 building. No fence shall be erected on any part of the said Lots which exceeds six feet in height.
28 No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence on
29 any of the Lots which would violate the fence provisions of this Section.

30 Section 19. No grass, weeds, underbrush or other similar vegetation shall be allowed to grow
31 or permitted on any improved or unimproved Lot which is more than six inches higher than the
32 ground level of the said Lot. The Association is hereby empowered to enter onto said Lot to
33 remedy such default and the owner of said Lot shall pay to the Association the costs of such
34 remedying. This section does not apply to "Buffer Areas", if any, located on some of the Lots as
35 any activity on such "Buffer Areas" is under the control of the City of Charleston.

36 Section 20. This Article does not apply to the Common Areas.

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ARTICLE VIII GENERAL PROVISIONS

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41 Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by
42 any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and
43 charges on or hereafter imposed by the provisions of this Declaration. Failure by the
44 Association, the Declarant, or by any Owner to enforce any covenant or restriction herein
45 contained shall in no event be deemed a waiver of the right to do so thereafter.

46 Section 2. Severability. Invalidation of any one of these covenants or restrictions by
47 judgment or court order shall in no way affect any other provisions which shall remain in full
48 force and effect.

49 Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and

1 bind the land, for a term of twenty years from the date this Declaration is recorded, after which
2 time they shall be automatically extended for successive periods of ten years. This Declaration
3 may be amended by an instrument approved by not less than fifty one percent of the voting
4 members of each class. Any amendment must be recorded. Declarant reserves unto itself and
5 its successors and assigns (including successors by virtue of foreclosure sale of the Property) the
6 right to amend this Declaration at any time within five years of the date of the recordation hereof,
7 without consent of the other Owners, as may be required to correct errors or comply with
8 requirements of a lender, a title company, the departments of VA or HUD, Fanny Mae or Freddie Mac.
9 Section 4. Annexation. Additional residential property and Common Area may be annexed
10 to the Properties with the consent of two thirds of each class of members.

11
12 IN WITNESS WHEREOF, Stonecreek Property Owner's Association, has caused these presents to
13 be executed in its name under seal this 11th day of October, 1996.

14
15 *SIGNATURES: - Southport Landing LLC by Hetaft Development, LLC.*

16
17 *State of South Carolina*
18 *County of Charleston - NOTARIZED (Probate)*

19
20 **EXHIBIT A**

21
22 All that certain piece, parcel or tract of land situate, lying and being in Charleston County,
23 South Carolina, shown and designated as "Tract A 24.0306 AC HIGHLAND 17.787 AC
24 INTERTITAL OF ARLINGTON VILLAGE OWNED BY GRIFFITH-KNAPP PROPERTIES,
25 A PARTNERSHIP, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON
26 COUNTY, SOUTH CAROLINA", dated December 3, 1986, last revised May 11, 1989, by G.
27 Robert George and Associates, Inc., and recorded June 30, 1989, in Plat Book BW, Pages 128
28 and 129, in the RMC office for Charleston County, South Carolina. Said Tract having such size,
29 shape, locations, dimensions, buttings and boundings as will by reference to said plat more fully
30 appear.

31
32 **EXHIBIT TO DECLARATION OF COVENANTS,**
33 **CONDITIONS AND RESTRICTIONS**
34 **BY-LAWS OF**
35 **STONECREEK**
36 **PROPERTY OWNERS ASSOCIATION**

37
38 **ARTICLE I**
39 **NAME AND LOCATION**

40
41 The name of the Association is Stonecreek Property Owners Association, an unincorporated
42 association, hereinafter referred to as the "Association". The principal office of the Association
43 shall be located at the StoneCreek project, Charleston, S.C., but meetings of the Members and
44 Directors may be held at such places within the State of South Carolina as may be designated.

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3 **ARTICLE II**
4 **PURPOSES AND POWERS**

5 Section 1. The Association has been organized for the following purposes:

- 6 (a) To own, acquire, build, operate and maintain the Common Properties.
7 (b) To clean, clear, trim, remove weeds, limbs, and debris from, and to provide general
8 grounds maintenance for the Properties.
9 (c) To fix assessments (or change) to be levied against the Lots in the subdivision.
10 (d) To enforce any and all covenants and restrictions and agreements applicable to the
11 Properties.
12 (e) To pay taxes and insurance, if any, on the Common Properties.

13 Section 2. The Association shall have the power to mortgage its Properties upon the approval
14 of a majority vote of the membership (membership being described in the Covenants).

15
16 **ARTICLE III**
17 **BOARD OF DIRECTORS**

18
19 Section 1. The affairs of the Association shall be managed by a Board of Directors (Board).
20 The initial Board shall consist of three directors who shall hold office until the election of their
21 successors. Beginning with the first annual meeting, the members shall elect five directors; two
22 for a term of one year, two for a term of two years and one for a term of three years. Thereafter,
23 the term of each member elected at the annual meeting shall be three years.

24 Section 2. Vacancies in the Board shall be filled by the majority of the remaining directors
25 and any such appointed Director to hold office until his successor is elected by the members at
26 the next annual meeting.

27 Section 3. Election of members of the Board shall be at the annual meetings. At any election
28 the person receiving the largest number of votes (in person or by proxy) shall be elected.
29

30 **ARTICLE IV**
31 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

32
33 Section 1. The Board shall have the power:

- 34 (a) To call special meetings of the membership whenever it deems necessary and it shall call
35 a meeting when requested to do so under Section 2, Article VII hereof.
36 (b) To appoint and remove at pleasure all agents and employees of the Association, prescribe their
37 duties, fix their compensation and require of the such security or fidelity bond as it may
38 deem expedient. Any Officer, Director, or Member of the Association may be employed
39 by the Association in any capacity whatsoever.
40 (c) To establish, levy and assess, and collect the assessments or charges against the Lots
41 necessary to carry out the functions of the Association.
42 (d) To adopt and publish rules and regulations governing the use of the Common Properties
43 and facilities and the personal conduct of the members and their guests and invites thereon.

- 1 (e) To exercise for the Association all powers, duties, and authority vested in or delegated to
2 this Board by the membership.
- 3 (f) In the event that any member of the Board shall be absent from three consecutive regular
4 meetings of the Board, without excuse, the Board may, by action taken at the meeting
5 during which said third absence occurs, declare the office of said Director to be vacant.
- 6 (g) To appoint committees for the purpose of delegating powers of the Board to said
7 Committees, provided that each committee shall consist of not less than three members of
8 the Association and at least one of those members is also a member of the Board.
- 9 Section 2. It shall be the duty of the Board:
- 10 (a) To cause to be kept a complete record of all its acts and corporate affairs.
- 11 (b) To supervise all agents and employees of this and to see that their duties are properly
12 performed.
- 13 (c) To fix the amount of the assessment against each Lot for each assessment period at least
14 thirty days in advance of such date or period.
- 15 (d) To prepare a roster of the Lots and their Owners and the assessments applicable thereto
16 which shall be kept in the Office and shall be open to inspection by any member.
- 17 (e) To collect the assessments using due process of law to collect delinquent assessments.
- 18

19 **ARTICLE V**
20 **DIRECTORS MEETINGS**

21
22 Section 1. The annual meeting of the Board shall be held at the discretion of the Board.

23 Section 2. Ten days written notice of any Board Meeting shall be given to each member.

24 Section 3. Special Meetings of the Board may be called by any Officer or by any two
25 Directors after not less than three days' notice to each Director.

26 Section 4. The transaction of any business at any meeting of the Board, however, called
27 in notice, or whenever held, shall be valid as though made at a meeting duly held after
28 regular call and notice, if a quorum is present, and if either before or after the meeting, each
29 of the Directors not present signs a written waiver of notice, or consent to the holdings of
30 such a meeting.

31 Section 5. The majority of the Board shall constitute a quorum thereof.

32

33 **ARTICLE VI**
34 **OFFICERS**

35
36 Section 1. The officers shall be a President, a Vice-President, a Secretary and a Treasurer.
37 The President shall be a member of the Board; all other officers may be, but shall not be
38 required to be members of the Board.

39 Section 2. The officers shall be chosen by a majority of the Board.

40 Section 3. All officers shall hold office at the pleasure of the Board.

41 Section 4. The President shall preside at all meetings of the Board and of the
42 membership, shall see that the orders and resolutions of the Board are carried out and shall
43 sign all notes, checks, leases, mortgages, deeds and all other written instruments.

44 Section 5. The Vice President shall perform all the duties in the absence of the President.

45 Section 6. The Secretary shall be ex officio; the Secretary of the Board and shall record
46 the votes and keep the minutes of all the proceedings in a book to be kept for the purpose.

1 The Secretary shall keep the minutes of the meetings of the membership and maintain a list
2 of all the members together with their addresses.

3 Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies
4 of the Association and shall disburse such funds in the normal course of business under general
5 direction of the Board. Disbursements outside the normal course of business requires a resolution
6 of the Board.

7
8 **ARTICLE VII**
9 **MEETINGS OF MEMBERS**

10
11 Section 1. Regular Annual Meetings of the membership shall be held at least thirty days
12 and not more than sixty days prior to the end of each fiscal year.

13 Section 2. Special Meetings for any purpose may be called at any time by any officer, any
14 two members of the Board or upon written request of one-fourth of the total vote of the
15 membership.

16 Section 3. Notice of the meetings shall be given by the Secretary. Notice may be given to
17 each member personally or by mail, and/or mailed to the address of each member at the address
18 appearing on the book of the membership. Each member shall be responsible for seeing that
19 the Secretary has the correct address on the book of the membership. Notice of any regular
20 or special meeting shall be mailed not less than ten days nor more than forty five days in
21 advance of the meeting, and shall set forth in general the nature of the business to be
22 transacted.

23 Section 4. Quorum and voting at meetings of the membership is governed by the Covenants.

24
25 **ARTICLE VIII**
26 **INSURANCE**

27
28
29 Section 1. The Association shall maintain fire and casualty insurance to fully protect the
30 replacement value of the improvements, if any, on the Common Properties.

31 Section 2. The Association shall maintain liability insurance on the Common Properties in an
32 amount deemed sufficient by the Board.

33
34 **ARTICLE IX**
35 **AMENDMENTS**

36
37 These Bylaws may be amended at any regular or special meeting of the members by a
38 majority of the vote present at said meeting or by the Company within two years of the date
39 of recordation, provided that any amendment is not in conflict with the Covenants.

40
41 **ARTICLE X**
42 **CONFLICT WITH COVENANT**

43
44 In case of any conflict between these Bylaws and the Covenants, the Covenants shall
45 prevail; and in case of any conflict between the deeds from the Company to the Owners and
46 these Bylaws, the deeds shall prevail.

1
2 **ARTICLE XI**
3 **FISCAL YEAR**
4

5 The fiscal quarters and annual fiscal year shall be determined by the Board.
6
7

8
9
10 _____
11 _____, President Date
12 STONECREEK HOMEOWNERS ASSOCIATION
13
14
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25

26 The foregoing instrument was acknowledged before me by its maker.
27

28 Date:
29
30

31 _____
32 Notary Public for South Carolina

33
34 My Commission expires: _____
35
36
37
38
39
40
41
42