

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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***** ELECTRONICALLY RECORDED DOCUMENT *****

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Direct- FELDER CREEK PHASE I PROPERTY OWNERS
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***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$21.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

**FELDER CREEK, PHASE I PROPERTY
OWNERS ASSOCIATION, INC**

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO -170):

1. By-Laws of Felder Creek Homeowners Association;
2. Felder Creek Rules & Regulations; and
3. Solar Panel Policy.

CROSS REFERENCE: *DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FELDER CREEK, PHASE I recorded in Book 04831, Page 00111.*

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Felder Creek, Phase I was recorded on July 11, 2005 in the Office of the Register of Deeds for Berkeley County in Deed Book 04831 at Page 00111 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Felder Creek, Phase I Property Owners Association, Inc is the Homeowners Association for Felder Creek, Phase I; and

WHEREAS, Felder Creek, Phase I Property Owners Association, Inc desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Felder Creek, Phase I Property Owners Association, Inc does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. By-Laws of Felder Creek Homeowners Association – attached as **Exhibit A**;
2. Felder Creek Rules & Regulations – attached as **Exhibit B**; and
3. Solar Panel Policy – attached as **Exhibit C**.

IN WITNESS WHEREOF, Felder Creek, Phase I Property Owners Association, Inc has
by its duly authorized officer set its hand and seal this 09 day of January, 2019.

(Signature page to follow.)

SIGNED SEALED AND DELIVERED
in the presence of:

**FELDER CREEK, PHASE I PROPERTY
OWNERS ASSOCIATION, INC**

Dana C. C. C.
(witness #1)

By: Emilio R. Campo (L.S.)

Print Name: Emilio R. Campo

Its: President

Helena S. S.
(witness #2)

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

I, Jesse E. Johnson, Notary Public for the State of South Carolina, do hereby certify that Felder Creek, Phase I Property Owners Association, Inc, by Emilio R. Campo, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9 day of January, 2019.

Jesse E. Johnson
Notary Public for South Carolina
My Commission Expires: 2023

Exhibit A

prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE 9
COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided In the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Board of Directors may also serve as each Committee.

ARTICLE 10
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE 11
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) day. after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE 12
AMENDMENTS

Section a). These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority or a quorum of members present in person or by proxy.

Section b). In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Exhibit A

ARTICLE 13
MISCELLANEOUS

~~The~~ The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of the following year, except that the first fiscal Year shall begin on the date of incorporation.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

Exhibit B**Felder Creek Rules & Regulations**

- No mobile homes
- No Metal Sheds
- No unlicensed vehicle or "junk car" shall be left upon any portion of Felder Creek, Phase I except in a garage
- No Campers, recreational vehicles, motor homes, travel trailers, mobile homes and tents shall not be used by any Tenant or Occupant for personal occupancy no matter how temporary.
- Tractor trailers, trailer cabs, dump trucks, "eighteen wheelers" or other heavy equipment shall not be parked overnight in Felder Creek, Phase I except for small tractors necessary for the maintenance of Lots.
- No Storage of gasoline, heating or other fuels
- No motorized vehicles shall be permitted on pathways or unpaved Common Property
- No Operation of all-terrain vehicles including, but not limited to, dirt bikes and four wheelers except within the confines of the operator's Lot.
- Animals & Pets. No animals, livestock, horses or poultry of any kind may be raised, bred, kept or permitted on any Lot except for a limit of three (3) dogs, cats, or other common household pets.
- No pets shall be kept, bred or maintained for any commercial purpose.
- Pets shall be registered, licensed and inoculated as required by law.
- Animal Owners shall be required to maintain their animals within the confines of individual Lots when unattended.
- Dogs shall be kept on a leash when outside of a Lot.
- All Tenants shall remove their pets' waste from Common Areas and Lots.
- No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property.
- The use of lawn mowers or other landscaping equipment, chain saws, engines or other noise-producing equipment shall be operated during reasonable hours No outside toilet facilities shall be permitted
- Satellite Dishes. Satellite dishes shall be allowed provided they are not visible from the street,
- Drainage. Catch basins and drainage areas, including drainage ditches, are for natural flow of water only. No obstructions or debris shall be placed in these areas.
- No Tenant or Occupant may alter, obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains, the right to alter being expressly reserved to Declarant.
- No dumping of grass clippings, leaves or other landscaping debris, petroleum products, fertilizers or other potentially hazardous or toxic substances shall be allowed on any Lot or in any drainage ditch, water source or elsewhere in Felder Creek, Phase I, except that fertilizers may be applied to landscaping if care is taken to minimize runoff.
- Garbage. No Lot shall be used or maintained as a dumping ground for litter, garbage or trash. All garbage cans, woodpiles, hot tubs, spas, and related equipment and other related items shall be located or screened so as to be concealed from view of neighboring streets and property.

Exhibit B

- All rubbish, trash and garbage shall be stored in sanitary containers, shall be regularly removed and shall not be allowed to accumulate.
- Fences. Home Owner must apply for a fence to be erected on their lot.
- Violations. All repeat violations that fall within a 90-day time frame can be escalated from original violation

Exhibit C**FELDER CREEK HOMEOWNERS ASSOCIATION, INC.****SOLAR PANEL POLICY**

The Board of Directors of FELDER CREEK HOMEOWNERS ASSOCIATION, INC., (the "Board" and the "Association," respectively), hereby consents, agrees, authorizes and resolves that:

WHEREAS, pursuant to Article III, Section 3 of the Declaration of Covenants and Restrictions for Ashley Ridge (the "Declaration"), the Board is empowered with the authority to promulgate reasonable rules and regulations governing the use of the Common Areas, Recreational Amenities and Lots; and

WHEREAS, pursuant to Article V, Section 10, "No artificial or manmade device which is designed or used for the collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the Board or its designee"; and

WHEREAS, the purpose of this Policy is to encourage the conservation of electricity by allowing the installation of solar panels within established guidelines while clarifying the placement, size and type of structures permitted in order to limit the intrusion of Solar Panels into the natural setting of the Community; and

WHEREAS, the desired outcome of this Policy is to promote the harmonious blending of Solar Panels into the natural character of the Subdivision, as a whole.

NOW THEREFORE, by majority concurrence at a duly held meeting, the Board hereby adopts the following Policy regarding the installation of solar panels:

1. Solar Panels or any other exterior solar equipment shall not be installed or maintained without approval by the Architectural Control Committee (the "ACC"), acting in its capacity as designee of the Board for the purpose of approving exterior modifications.
2. Construction drawings showing the location and number of solar panels, method of attachment to the roof structure and location of the exterior system components must be submitted with the Owner's application to the ACC pursuant to Article V, Section 6 of the Declaration.
3. A sample or brochure of the proposed solar unit should be submitted with the application.
4. Solar Panels shall be installed flush with the roof and at the rear of the home whenever possible, unless there is an identifiable need that they be placed on the front. Parabolic solar collectors, which are not mounted so as to be flush with the roof, will not be approved. Solar panels that resemble skylights are the preferred style.
5. Solar Panel frames and all exterior equipment shall be black or of similar color to existing roof.
6. No Solar Panel shall be mounted so that it extends above the roof's highest point of the roof line.

Exhibit C

7. The City of North Charleston may require a building permit prior to the installation of Solar Panels. The Owner is responsible for obtaining a permit and ensuring compliance with any municipal requirements before installation.
8. Ashley Ridge, its Board of Directors, ACC and managing agent shall not be liable to any Owner for damage or defects caused by the installation of Solar Panels. The Association's approval of any Solar Panel installation shall not be construed as a representation that the selected Solar Panel is compatible with the Owner's roof and/or structures or is free of defects. The Owner is responsible for reviewing any ramifications to the Owner's insurance policy or roof warranty prior to installation. The Owner assumes all liability and bears all risks regarding installation of any Solar Panel system.
9. The Owner is responsible for maintenance of all surfaces of the Solar Panel system, to include, without limitation, painting and generally preventing discoloration, rust and deterioration.
10. Any violations of this Policy shall be subject to reasonable fines and legal action pursuant to the procedures set forth in Article VII, Section 1 of the Declaration as well as the Rules and Regulations promulgated by the Board of Directors.

The Board reserves the right to modify this Policy at any time in its sole discretion.

ADOPTED by a majority concurrence of the Board this 26 day of November, 2018.

By: Emilio R. Camp / Amber Pivonski

Print Name: Emilio R. Camp

Its: President Amber Pivonski

Exhibit A

**BY-LAWS FELDER CREEK
HOMEOWNERS ASSOCIATION**

ARTICLE 1

Name and Location. The name of the corporation is FELDER CREEK HOMEOWNERS ASSOCIATION hereinafter referred to as the "Association". The principal office of the corporation shall be located at _____, South Carolina, but meetings of members and directors may be held at such places within the State of South Carolina as may be designated by the Board Directors.

**ARTICLE 2
DEFINITIONS**

Section a). "Association" shall mean and refer to FELDER CREEK HOMEOWNERS ASSOCIATION, its successors and assigns.

Section b). "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section c). "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section d). "Lot/Living Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section e). "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section f). "Declarant" shall mean and refer to Donnie Malphrus, and his successors and assigns.

Section g). "Declarant Control Period" shall mean and refer to the period of time prior to turning the control of the Association over to the residents. The Declarant or Declarants may, at it or their options terminate the Declarant Control Period earlier by written and recorded document.

Section h). "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Berkeley County, South Carolina.

Section i). "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Exhibit A

ARTICLE 3 MEETINGS

Section a). Annual Meetings. The first annual meeting of the members shall be held be within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the member shall be held on a date to be determined at the discretion of the Board provided that the meeting date does not fall on a legal holiday.

Section b). Special Meetings. Special Meetings of the member may be called at any time by the ~~President~~ or by the Board of Directors, or upon written request of the members who are entitled to vote fifty-one (51%) percent of all of the votes of the membership.

Section c). Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Notice may also be given by facsimile transmission at the number provided by the member. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section d). Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the day set for the preceding meeting.

ARTICLE 4 BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section a). Number. The affairs of this Association shall be managed by a Board composed of not less than three (3) persons, who need not be members of the Association.

Section b). Term of Office. The initial Board of Directors shall be named by the Declarant in the event a Director resigns or is removed during the Declarant Control Period, then the Declarant shall have the right to appoint a successor. At all times during the Declarant Control Period, the Declarant shall have the right to appoint a majority of the Board of Directors. At the first annual meeting following the expiration of the Declarant Control Period, the members shall elect at least one (1) director for a term of three (3) years, at least one (1) director for a term of two (2) years and at least one (1) director for a term of one (1) year; and at each annual meeting thereafter the members shall elect one or more directors for a term of three (3) years so that a rotation of Board members will occur every year.

Initial term
President 1 year
V.P. / ~~Sec~~ 2 years
Sec / Treasurer 3 years

Exhibit A

Section c). Removal. After the expiration of the Declarant Control Period, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section d). Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section e). Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 5**NOMINATION AND ELECTION OF DIRECTORS**

Section a). Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the first annual meeting following the expiration of the Declarant Control Period. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members. The Board of Directors may serve as the Nominating Committee.

Section b). Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6**MEETINGS OF DIRECTORS**

Section a). Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board.

Section b). Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Exhibit A

Section c). Quorum. ~~A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.~~

ARTICLE 7**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section a). Powers. The Board of Directors shall have power to:

i). ~~adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;~~

ii). ~~suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;~~

iii). ~~exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;~~

iv). ~~declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and employ managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties;~~

v). ~~appoint an Architectural Review Committee as provided for in the Declaration and other committees deemed to be appropriate in the discretion of the Board;~~

vi). ~~adopt architectural and landscaping guidelines for Lots.~~

Section b). Duties. It shall be the duty of the Board of Directors to:

i) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by fifty-one (51%) percent of the members who are entitled to vote;

ii) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

iii) as more fully provided in the Declaration, to:

Exhibit A

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) enforce the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (iv) issue, or to cause art appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (v) procure and maintain adequate liability and hazard insurance on property owned by the Association. The Association shall have fire and extended coverage insurance for no less than one hundred percent (100%) of replacement cost of Insurable common property.
- (vi) cause all officers or employees having fiscal responsibilities to be bonded. The Association shall have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the lot owners. The fidelity bond or insurance must name Felders Creek Home Owners Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- (vii) The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a lot owner because of negligent acts of the Association, or other unit owners. Coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage.

ARTICLE 8

OFFICERS AND THEIR DUTIES

Section a). Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section b). Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Exhibit A

Section c). Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section d). Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section e). Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section f). Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replace.

Section g). Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section d of this Article.

Section h). Duties. The duties of the officers are as follows:

i) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

ii) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

iii) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

iv) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall