

STATE OF SOUTH CAROLINA)



PGS:

COUNTY OF CHARLESTON)

BP0797489

15

THIRD AMENDMENT TO THE BY-LAWS OF THE FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC.

The name of the Association is the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" at Mount Pleasant, South Carolina, whose original By-Laws were recorded March 17, 1989, in Book U182, page 598 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, the By-Laws were amended by instrument duly recorded at said RMC Office via

- Amendment 1 on January 7, 2016, in Book 0527, Page 890,
- Amendment 2 on May 4, 2018, in Book 0716, Page 624,

After a vote, duly taken and approved by the members of the Association/Subdivision, the following amendments to the By-Laws were approved and adopted:

PROPERTY SUBJECT TO THESE BY-LAWS

The aforesaid real property is located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and is known as FIDDLERS MARSH, as shown on that certain plat entitled "Final Plat, Fiddlers Marsh, Town of Mount Pleasant" prepared by Forsberg Engineering & Surveying, Inc. dated April 18, 1989, and duly recorded at the Charleston County RMC Office in Plat Book BW, at page 1. Said plat is incorporated herein by reference and hereinafter referred to as the "Plat".

The aforesaid real property also includes that certain lot shown as "Part of tract A" on that certain plat prepared by E.M. Seabrook, Jr., dated December 6, 2005, and duly recorded at the Charleston County RMC Office in Plat Book DE, at page 942. For purposes of these covenants, this lot shall be known as "Lot 75".

All of the lots shown on these plats are single family residential lots; however, the 15' Island Access parcel between lots 24 and 25 shown on the FIDDLERS MARSH plat and owned by Fiddlers Marsh Homeowners Association, Inc is "COMMON AREA" for purposes of these By-Laws.

BY-LAWS OF FIDDLERS MARSH HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at A-Plus Property Management, P.O. Box 1903, Mount Pleasant, South Carolina 29465, but meetings of members and directors may be held at such place within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "THE ASSOCIATION" means FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a non-profit corporation organized or to be organized under the laws of the State of South Carolina.

Section 2. "PROPERTIES" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "COMMON AREA(S)" also referred to as "Common Property" shall mean the real and personal property now or hereafter owned or leased by the Association or otherwise held for the common use and enjoyment of the Owners.

Section 4. "MEMBER" shall mean and refer to those persons entitled to and having membership as provided in the Declaration of Covenants or the By-Laws.

Section 5. "OWNER" shall mean and refer to the record Owner, whether one or more persons, firms, associations, corporations, partnerships, limited liability companies, trusts, or other legal entities of the fee simple title to any lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee unless or until such Mortgagee has acquired title pursuant to foreclosure proceeding or any proceeding in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the case where a lot is owned by a partnership, corporation, limited liability company or other group of persons, not more than three (3) persons may be designated as eligible

to use the lake and recreation facilities. The names may not be changed more often than annually. When more than one person or an entity owns a lot a designated Voting Member shall cast all votes.

Section 6. "ASSOCIATION WEBSITE" shall mean a website whereby the Association can post and distribute information to members.

Section 7. "ON-LINE FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. WEBSITE DOCUMENTS" shall mean the Declaration of Covenants, Conditions, Easements and Restrictions; By-Laws; and Policies, Rules & Regulations and all such other documents posted on the Association website.

Section 8. "E-MAIL/ELECTRONIC COMMUNICATIONS" shall mean notices, correspondences and voting requests solicited by FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. for the Annual and Special meetings of members pursuant to Article III of the by-Laws and the members responding votes accordingly.

Section 9. "APPROVAL OF E-MAIL/ELECTRONIC COMMUNICATION FORM" shall mean a requisite form needed for a lot Owner to receive and reply to the Association by e-mail/electronic communications.

Section 10. "ARCHITECTURAL REVIEW BOARD" (ARB) shall be and shall remain as a standing arm or committee of the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC.

Section 11. "Transfer Fee" shall mean a fee paid to the Association, due on a purchase of a lot, imposed on a new Owner by the Association.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The Association will hold an annual meeting of Owners in the Fall of each year.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the members who are entitled to vote, provided they post prior with the Board the specific agenda items for discussion at such meeting.

Section 3. 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 fifteen (15) 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. 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.

Alternatively, all members, by their signing of an 'Approval of E-Mail/Electronic Communication Form,' as provided by the Association, can elect to vote and receive all notices, communications and solicitations for vote from the Association electronically. Further, all Declarations of Covenants, By-Laws, Policies, Rules and Regulations, Association Notices and general information shall be disseminated and available for member review on the Association website.

Section 4. Quorum. The presence at the meeting of members entitled in person, e-mail or by proxy, to cast 51% of the total votes of the members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or the Declaration of Covenants or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person, e-mail or by proxy. All proxies shall be in writing by the Owner(s) or his duly authorized attorney-in-fact and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her lot.

Section 6. E-mails/Electronic Communication. For all meetings of members, votes can be cast on-line, provided authorization to cast and accept same has been properly received and acknowledged by the Board of Directors prior to said meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors, who must be members of the Association.

Section 2. Term of Office. At the annual meeting the members shall elect directors for a term of one (1) year.

Section 3. Removal. 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 or her successor shall be selected by the remaining members of the Board and shall serve for an unexpired term of his or her predecessor.

Section 4. 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 5. 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 approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations shall be made from the floor at the annual meeting or by nomination to the existing Board of Directors in the four (4) weeks prior to the annual meeting. Such nominations may be made from among members.

Section 2. Election. At such election, the members or their proxies may cast, in person or by electronic communication, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each director or by written request of the members who are entitled to vote one fourth (1/4th) of

the total votes of the Association, provided they post prior, with the Board of Directors, specific agenda items for discussion at such meeting.

Section 3. 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 VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- a) Adopt and publish reasonable Policies, 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 and reasonable Policies, Rules and Regulations on private property toward those actions that effect the common areas or the quiet enjoyment and habitat of the other residents. These shall be posted on-line on the Association website and/or disseminated by e-mail or direct e-mail address.
- b) 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;
- c) 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 of Covenants;
- d) 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
- e) Employ a property management agent, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a) 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 one-fourth (1/4) of the members who are entitled to vote;
- b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
 - c) As more fully provided in the Declaration of Covenants, to:
 - a. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - b. Send written or electronic notice of each assessment to every Owner subject thereto to at least thirty (30) days in advance of each annual assessment period; and
 - c. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring to an action at law against the Owner personally obligated to pay the same as outlined in Article XII.
 - d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment had 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;
 - e) Procure and maintain adequate liability and hazard insurance on property owned by the Association and procure and maintain indemnification insurance on the Board of Directors, Officers and Property Management Agent of the Association.
 - f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and a 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 2. Election of Officers. The election of officers shall take place at the annual meeting of the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC.

Section 3. Term. The officers of this Association shall be elected annually by the Owners and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 6. Vacancies. A vacancy of 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 replaces.

Section 7. 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 4 of this Article.

Section 8. Duties. The duties of the officers are as following:

President

- a) 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 sign all checks and promissory notes.

Vice-President

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

Secretary

- c) 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.

Treasurer

- d) 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 accounts, cause an annual review of the Association books to be made by a public accountant and at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Board (ARB), as provided in the Declaration of Covenants, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, with three (3) days prior written notice and, during reasonable business hours, be subject to inspection by any member. The Declaration of Covenants, 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 reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration of Covenants, 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) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent 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 waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her lot.

ARTICLE XII

FINANCES

Section 1. Fiscal Year. The fiscal year of the association shall be determined by the Board of Directors.

Section 2. Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the members at their annual meeting a prospective budget for the Association for the upcoming fiscal year. The proposed budget shall set forth, with particularity, the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

Sub-Section 2A. Enforcement and Fines of By-Laws and the Covenants:

1. The Board of Directors hereby authorizes its property management agent to monitor and take actions in accordance with the policy to enforce compliance with the governing documents.
2. The area of compliance shall be designated as those stated in the Declaration of Covenants, By-Laws, ARB guidelines and all the Policies, Rules and Regulations, which may be modified from time to time as the Board of Directors reasonably sees fit.

3. The Owners assume responsibility for all violations that occur on their property by themselves, guests and invitees and on the common areas by themselves, their guests and invitees and are therefore responsible to pay any fines accruing from said violations.
4. The Property Management Agent shall contact in person, by mail, by e-mail or by telephone the property owner in violation of By-Laws, Covenant and Policy, Rules and Regulation and shall document same in the file of that property address. When notification has been made, the Owner shall have forty-eight (48) hours to correct the violation without penalty after which, if the violation continues to exist, a fine may be levied. For infractions, the fine shall begin at \$10.00 per day, plus a property management agent fee will become effective through the date it is corrected. The violation may be verified by the property management agent or a member of the Board of Directors.
5. If the same Owner again does the same violation the daily fee increases to \$20.00 per day.
6. Notwithstanding, the Association has the right to go to court to seek its remedies for violation of provisions. If successful, the defendants shall pay all reasonable attorney fees or court costs incurred by the HOA or the HOA Board or directors acting on behalf of the Board.
7. Fines will be due and payable within three (3) days of receipt of an invoice. Failure to pay may result in a lien on the property and legal court action. In either action, reasonable attorney fees and property management agent fees of collection will be assessed to the property Owner.
8. For all violations that are deemed to be a safety or health hazard or an eyesore, the property management agent, a Board member or a designated agent may enter violator's property for the purpose of abating or removing the cause of the violation. All such charges associated therewith shall be due immediately upon presentation of the invoice to the Owner.
9. An Owner that receives a notice of violation may appeal to the Board of Directors or property management agent within forty-eight (48) hours after receiving the written notice. Said appeal must be in writing. The daily fines are not suspended upon receipt of the appeal.

Section 3. Approval of Budget. The proposed budget, as it may be amended upon motion by ten (10%) percent of the members, shall be submitted to a vote of the members and when approved shall become the budget of the Association for the upcoming fiscal year.

Section 4. Annual Regime Fee Assessment. The funds required by the approved annual budget shall be collected from all the members, pro rata, in an annual assessment which shall be payable within thirty (30) days following receipt of the invoice. The annual regime fee shall be based on the needs set

forth in the approved budget to cover the day-to-day operational expenses of the Association and may be changed, as needed, by vote at each annual member association meeting based on those needs. Anyone purchasing a lot after the annual assessment of any year will pay a pro rata share of the most recent established regime fee as to the date of "contract to purchase". The regime fee shall be collected by the closing attorney and forwarded to the Association. Regime fees not paid within sixty (60) days will be considered late and subject to a penalty of \$5.00 per month or part of month until paid in full. Failure to pay the regime fee within ninety (90) days of when due shall result in the placing of a lien on the property plus reasonable attorney fees and property management agent fees associated therewith and may result in legal action plus collection of reasonable attorney fees and property management agent fees.

Sub-section 4A. Capital Reserve Transfer Fee. This fee is the responsibility of any new buyer and is a one-time fee to be collected from the buyer by the closing attorney each time a property closes/transfers from one party to another (family trusts and conveyances between husband and wife excepted) on all property located within the subdivision and forwarded to the Association.

The amount of this fee shall be 0.1 % of the purchase price. This fee shall be paid separately and apart from any annual regime fee, or other special assessment fee, and there is no pro rata apportionment of this fee.

This fee shall be used for unanticipated repairs or replacement of capital amenities and expenditures and shall require a vote of a majority of the members to later modify the amount due. A capital expense shall be any expense for an item that would cost \$500.00 or more to repair, replace or add to the amenities of the subdivision and shall not be used for the day-to-day operational expenses. The Board of Directors shall have the authority to use up to \$5,000.00 of this fund annually without approval of the membership. Current Owners shall be exempt from this fee if they purchase a new lot within the subdivision after selling their existing lot or if they purchase additional lots.

Section 5. Special Assessments. The funds required from time to time to pay common expenses which are not covered by the budget but which are approved by the members shall be collected from all members by the Board of Directors in such installments (special assessments) as the members shall determine by vote.

Section 6. Collection. Members shall be personally liable for all assessments and shall pay the same promptly when due. If not paid these assessments may become a lien against the property, plus all reasonable attorney fees, property management agent fees and any court costs should the lien be foreclosed upon in a court of law.

Section 7. Penalty. The penalty assessed, including liens and judicial enforcement, for special assessment and fines for failure to adhere to Covenants, Bylaws, or Policies, Rules, and Regulations shall be the same as imposed for the failure to pay the annual regime assessment. The Board of Directors, in its sole discretion, may waive all or any portion of a penalty or interest imposed for failure to pay any assessment or fine if it affirmatively appears that the failure to pay the assessment or fine when due was caused by circumstances beyond the control of the Owner/member.

Section 8. Accounts. The Board of Directors shall maintain the appropriate checking and saving accounts and may add the property management agent as a signatory thereon. The books and records relating to any account of the Association shall be made available for examination, during normal business hours, by any member, upon three (3) days written notice.

Section 9. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association members.

Section 10. Bonding. The Board of Directors shall procure fidelity bonds for all individuals authorized to withdraw funds from any Association checking or saving account maintained by the Association. in such amounts as the Board of Directors determine. The cost of such bonds shall be common expenses.

ARTICLE XIII

AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration of Covenants, Conditions, Easements and Restrictions and these By-Laws, the Declaration of Covenants shall control.

CERTIFICATION

I, the undersigned, do hereby certify

That I am the duly elected President of the Fiddlers Marsh Homeowners Association, Inc., a South Carolina Corporation; and

That the foregoing By-Laws constitute the third amended By-Laws of said Association, as duly adopted at a meeting of the members of the association thereof, held on October 14, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and signature as president of the said Association on May 14, 2019.

By: William M. J.

William Basco, President

Fiddlers Marsh Homeowners Association

In the presence of:

Peter W. Hayes
Peter W. Hayes

The foregoing instrument was acknowledged before me, the undersigned Notary Public, and I do hereby certify that the above William Basco, as President of the Fiddlers Marsh Homeowners Association, personally appeared before me this day and that the above named witnesses acknowledged the due execution of the foregoing instrument.

Sworn to before me this 14th day of May, 2019.

Deborah P. Rogers
NOTARY PUBLIC
123 County of Charleston
State of South Carolina

My Commission Expires: December 19, 2026

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

CLAWSON & STAUBES
126 SEVEN FARMS DR.
SUITE 200
CHARLESTON SC 29492 (BOX)

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