

12/18 Fernwood Ste 279



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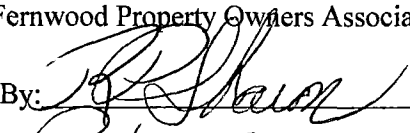
COUNTY OF BEAUFORT)

AFFIDAVIT TO RECORD

IN RE: **Fernwood Property Owners Association, Inc.**

The attached document is being recorded to comply with the South Carolina Homeowners Association Act, Title 27, Chapter 30, Section 110, et. seq., South Carolina Code of Laws (1976), as amended.

Fernwood Property Owners Association, Inc.

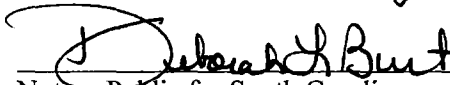
By: 

Richard F. Shuman
(Printed name)

Its: President

SWORN TO BEFORE ME THIS

6 day of January, ~~2018~~ ²⁰¹⁹



Notary Public for South Carolina

DEBORAH L. BURT

Notary Public, State of South Carolina
My Commission Expires 01/02/22

FERNWOOD HOMEOWNER'S ASSOCIATION, INC.

POST OFFICE BOX 21975

HILTON HEAD, SC 29925

RULES AND REGULATIONS

March 1986 AND AS AMENDED

GENERAL

1. The homeowner is responsible for giving his tenant a current copy of the rules and Regulations.
2. The First Amendment to the Covenants filed in the State of South Carolina, County of Beaufort on September 19, 1990, limits rentals to a minimum of six months.
3. Owners are responsible for their guests and tenants. If either does not comply with the Rules and Regulations, owners will be subject to legal action, the costs of which will be assessed against the owner as a lien on the owner's property.
4. Owners must remain currently paid-up in their assessments.

APPEARANCE

1. Property must be maintained in a clean, orderly manner. Clothing, towels etc. , may not be hung over the service yard fences. The Association requests that porches not be used for storage of excessive household goods.
2. Attachments such as water conditioners must be placed either in enclosed service yards or in areas where shrubbery completely obscures the visibility of such attachment from the street or the surrounding homes.
3. Outdoor areas (except service yards) may not be used to store tires, auto parts, or other miscellaneous possessions. Wood for fireplace use must be piled neatly. Toys must not be allowed to accumulate randomly on any property when children are not using them. All yard areas are owned by the Association as common grounds; thus, no individual owner or tenant has the right to the exclusive use and possession of the area immediately adjacent to his home.
4. Digging or excavating except by authorized subcontractors is prohibited. If such occurs by children or pets, the area should be restored immediately to it's proper state.

RULES AND REGULATIONS

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5. Homes that become aesthetically unsightly or structurally damaged must be renovated or repaired within a reasonable time, that time to be deemed by the association. If the owner does not rectify the situation, The Association reserves the right to have exterior work done & assess the owner for costs.
6. There shall be absolutely no dumping of debris (shells, trash, etc.) on the common grounds or swales. Cost of clean up will be assessed against owners.
7. All homes shall have a number specifying the address in a reasonable conspicuous place. The use of any sign or placard designating the number on the house, other than that originally provided by the builder, must be approved by the Board of Directors.

PARKING

1. EACH HOME IS ALLOCATED TWO PARKING SPACES. If more than two vehicles are to be parked at a home for longer than two weeks, the owner or the tenant must notify the property manager who will designate a parking space available. Property owners or tenants who exceed the two vehicle limitation and who fail to make application for additional parking will be subject to having the vehicle towed at the owners expense.
2. No vehicle other than passenger cars, non-commercial pick-up trucks, small vans, mopeds or bicycles may be parked on paved parking areas. (Boats, trailers, etc., of visitors may be parked temporarily at the Community Services Maintenance Yard of the Hilton Head Plantation Company by calling the Security Chief at 681-2459. There is a fee required for permanent parking of such vehicles. Call Community Services at 681-8800 for details).
3. All vehicles must display current licenses and approved Hilton Head Plantation security passes or owner decals.
4. At no time will any motorized vehicle be permitted to be parked or driven on other than paved areas. If such occurs, the Association reserves the right to have the vehicle towed at the owners expense. In addition, the owner will be responsible for any damage for damages caused, such as broken sprinkler heads or damaged turf.
5. In addition to the above, the parking policy of the Hilton Head Plantation Property Owners' Association must be adhered to.

RULES AND REGULATIONS

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PETS

1. ALL ANIMALS MUST BE ATTENDED WHEN OUTDOORS.
2. Pet owners are responsible for immediate removal of pet waste.
3. The Association reserves the right to ask for removal of any pet deemed a nuisance because of viciousness, noise, etc.

BEHAVIOR RESTRICTIONS

1. Owners and tenants are not to use the Dolphin Head Golf Course unless they are members of the Club or have duly paid greens and cart fees. Unauthorized use will be reported.

EXTERIOR ALTERATIONS, ADDITIONS, REPAIRS OR REPLACEMENTS OF EXISTING FERNWOOD HOMES, SERVICE YARDS OR STORAGE FACILITIES

1. Any of the above must be submitted for approval to the Fernwood Board of Directors prior to the commencement of any work.
2. If the repair/replacement/addition would require Hilton Head Plantation Architectural Review Board Approval, a letter from the Fernwood Board of Directors must accompany the application.
3. Noncompliance with the above regulations may result in corrective actions being taken at the owner's expense.

BY-LAWS

FERNWOOD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Definitions.

Section 1. Declaration of Covenants and Restrictions. In the course of these By-Laws, reference is made to the Declaration of Covenants and Restrictions recorded by Erling D. Speer, in the Office of the Clerk of Court of Beaufort County, South Carolina, in Book 308 at Page 110. A copy of these covenants is attached to these By-Laws and is incorporated herein by reference each and every time said covenants are referred to by these By-Laws. Said Declaration of Covenants and Restrictions are sometimes referred to herein as "Covenants" and "the Covenants".

Section 2. Association. "Association" shall mean and refer to Fernwood Homeowners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina.

Section 3. The Properties. "The Properties" shall mean and refer to property described in Exhibit A to the Covenants and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2, herein.

Section 4. Common Properties. "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall include any personal property acquired by the Association if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of all the owners of the Properties.

ARTICLE II

Location.

Section 1. The principal office of the Association shall be located at Hilton Head Plantation, Hilton Head Island, Beaufort County, South Carolina.

ARTICLE III

Membership.

Section 1. Membership in the Association shall be as set forth in Article III, Section 1, of the Covenants.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which assessments are made as provided by Article V of the Covenants.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, hereinabove, whether or not he be personally obligated to pay such assessment, may be suspended by action of the Directors during the period when the assessments remains unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period of not to exceed thirty (30) days.

ARTICLE IV.

Voting Rights.

Section 1. Voting rights in the Association shall be set forth in Article III, Section 2, of the Covenants.

ARTICLE V

Property Rights and Rights of Enjoyment of Common Property.

Section 1. Each member shall be entitled to the use and enjoyment of the Common Properties as provided in Article IV of the Covenants applicable to the Properties.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon the Properties or to any of his tenants or renters who lease or rent a Dwelling Unit within the properties from him. Such member shall

notify the Secretary in writing of the name of any such person or persons and of the relationship of the member to such person or persons. The rights and privileges of such person or persons are subject to suspension under Article II, to the same extent as those of the member.

ARTICLE VI

Association Purposes and Powers.

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

- (a) To own, acquire, build, operate and maintain permanent parks, playgrounds, open spaces, parking lots, roads, lakes, tennis courts, swimming pools, bike trails, including buildings, structures, and personal properties incident thereto, hereinafter called Common Properties;
- (b) fix assessments (or charges) to be levied against the property in the subdivision;
- (c) enforce any and all covenants, restrictions and agreements applicable to the Properties;
- (d) pay taxes, if any, on the Common Properties and Facilities.

Section 2. Additions to Properties and Membership. Additions to The Properties described in Exhibit A attached to the Covenants, may be made as provided in the Covenants. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, function, duties, and membership of this corporation to such properties.

Section 3. Mergers and Consolidations. Subject to the provisions of the recorded covenants and restrictions applicable to The Properties, and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit associations organized for the same purposes, provided that any such merger or consolidation shall have the assent of three-fourths (3/4) of the vote at a duly called meeting of the Association, written notice of which shall be mailed to all members of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Mortgages: Other Indebtedness. The Association shall have the power to mortgage its properties upon the approval of three-

fourths (3/4) of the vote at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for the Action Governed by Sections 3 and 4 of this Article. The Quorum required for any action governed by these By-Laws shall be as follows, unless otherwise provided: At the first meeting duly called as provided therein, the presence of members or of proxies, entitled to cast sixty (60%) per cent of the total vote of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth hereinafter.

Section 6. Dedication of Properties or Transfer of Function to Public Agency or Utility. The corporation shall have the power to dispose of its real properties only as authorized under the covenants.

ARTICLE VII

Board of Directors.

Section 1. Board of Directors: Selection, Terms of Office. The affairs of the corporation shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors for the terms stated in this section. Beginning with the first annual meeting, the members shall elect three (3) directors each for a term of one (1) year.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the majority of the remaining directors and any such appointed director to hold office until his successor is elected by the Members, who may take such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VIII

Election of Directors.

Section 1. Election of the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants

applicable to the Properties. The names receiving the largest number of votes shall be elected.

ARTICLE IX

Powers and Duties of the Board of Directors.

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon request as provided in Article XII, Section 2;
- (b) to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as may be deemed expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2;
- (d) to adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon;
- (e) to exercise for the Association all powers, duties, and authority vested in or delegated to this Association, except those reserved to the members in the Charter of the Corporation, these By-Laws, or the Covenants.
- (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive meetings of the Board of Directors without excuse, the Board may be action-taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant;
- (g) to appoint an executive committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this executive committee.

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

- (a) To cause to be kept, a complete record of all its acts and corporate affairs;

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

(c) as more fully provided in Article V of the Covenants applicable to the Properties;

(1) to fix the amount of the assessment against each Lot or Dwelling Unit for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) to prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member;

(3) to send written notice of each assessment to every owner subject thereto;

(d) to issue upon demand by any person a certificating setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X

Director's Meetings.

Section 1. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Ten (10) days written notice of such annual meeting shall be given each Director.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the association or by any two (2) Directors after not less than three (3) day's notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or consent to the holding of such a meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE XLV

Corporate Seal.

Section 1. The Association shall have a seal in circular form having within its circumference the words: FERNWOOD HOMEOWNERS' ASSOCIATION, INC.

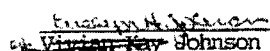
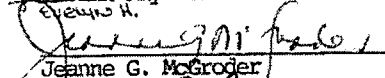
ARTICLE XV

Amendments.

Section 1. These By-Laws may be amended, at regular or special meeting of the members, by three-fourths (3/4) of the vote at a duly called meeting and provided that any matter stated herein to be or which is in fact governed by the Covenants may not be amended except as provided in the Covenants.

Section 2. 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 Covenants applicable to The Properties referred to in Section 1, and these By-Laws, the Covenants shall control.

IN WITNESS WHEREOF, we, being all the Directors of FERNWOOD HOMEOWNERS' ASSOCIATION, INC., have hereunto set our Hands and Seals this 26th day of September, 1980.

 (L.S.)
E. W. Johnson
 (L.S.)
Jeanne G. McGroder
 (L.S.)
Robert B. Buterbaugh

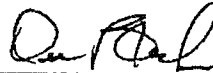
AMENDMENTS TO BY-LAWS OF
FERNWOOD HOMEOWNERS' ASSOCIATION, INC.

Section 1 of Article VII of the By-Laws of the Fernwood Homeowners' Association, Inc. is hereby amended pursuant to the unanimous vote of a quorum in attendance at the annual meeting of the Fernwood Homeowners' Association, Inc. on September 26, 1981, as follows:

Section 1. Board of Directors: Selection, Terms of Office.

The affairs of the corporation shall be managed by a Board of Directors. The Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors for the terms stated in this Section. The members shall elect three (3) Directors with one (1) to be elected for a term of one (1) year, one (1) to be elected for a term of two (2) years, and one (1) to be elected for a term of three (3) years. Directors shall be elected at each annual meeting of the members in the numbers necessary to fill expired terms.

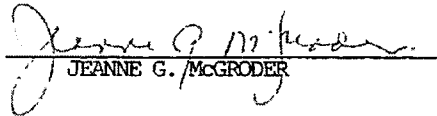
DIRECTORS:



DEWITT T. BLACK, III



JOHN R. CANNON



JEANNE G. MCGRODER